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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. October 18, 2011

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on October 11, 2011

AWARDS AND PROCLAMATIONS

- Proclamations:

Domestic Violence Awareness Month
Save for Retirement Week
Friends of the Library Week
- Awards:

Service Award, Larry G. Clark
Emerging Business Enterprise Program (EBE)

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

II. CONSENT AGENDAS (ITEMS 1 THROUGH 25)

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. Ordinance repealing Chapter 3.68 of the Code of the City of Wichita pertaining to sureties and bondsmen.
(Deferred October 4, 2011)

RECOMMENDED ACTION: Place the ordinance on first reading.

IV. NEW COUNCIL BUSINESS

1. Public Hearing on Proposed Assessments for fourteen (14) Paving Projects; ten (10) Water Projects; nine (9) Sewer Projects, and six (6) Storm Sewer Projects in the February Bond Sale Series 808.
(Districts II, III, IV, V, and VI)

RECOMMENDED ACTION: Close the Public Hearing, approve the proposed assessments and place the ordinances on first reading.

2. Approval of Forgivable Loan Agreement for Johnson Controls. (District VI)

RECOMMENDED ACTION: Approve the forgivable loan agreement for Johnson Controls, place the home rule ordinance on first reading, and authorize the necessary signatures.

3. Fifth Amendment to the Agreement with Camp Dresser & McKee Inc. for Environmental Consulting and Technical Support for the North Industrial Corridor Groundwater Contamination Project. (Districts I and VI)

RECOMMENDED ACTION: Approve the amendment to the contract and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

1. DER2011-00005 Amendment to the Wichita-Sedgwick County Unified Zoning Code Parking Standards.

RECOMMENDED ACTION: 1) Approve the amendments to the Wichita-Sedgwick County Unified Zoning Code as recommended by the Metropolitan Area Planning Commission, adopt the ordinance and place the ordinance on first reading (simple majority vote); 2) Deny the amendments (two-thirds majority vote) OR 3) Return the amendment to the MAPC for reconsideration (simple majority vote).

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

1. Supplemental Agreement No. 6 - AECOM Program Management Services - Air Capital Terminal 3 (ACT 3) Program.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 6 with AECOM and authorize the necessary signatures.

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS I THROUGH 25)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated October 17, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2011</u>	<u>(Consumption on Premises)</u>
Jose Castabeda-Lumbreras	Calvin's Hamburger Haven**	1929 South Seneca
Liu Chan	Bai Wei**	1845 North Rock Road

<u>Renewal</u>	<u>2011</u>	<u>(Consumption off Premises)</u>
Nuot Nguyen	Thai An Market***	2425 South Hillside #500

**Consumption/ General Restaurant 50% or more gross revenue from sale of food.

***Consumption /Retailer Grocery stores, convenience stores, etc

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Statement of Costs:

- a. List of Statement of Costs. (See Attached)

RECOMMENDED ACTION: Approve and file.

5. Agreements/Contracts:

- a. Supplemental Agreement No. 7 for ASR Recharge Wells.
b. Wichita/Andover Traffic Signal Maintenance Agreement. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Design Services Agreement:

- a. Supplemental Design Agreement for Seneca, I-235 to 31st Street South. (District IV)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Order:

- a. Change Order No. 1- Stonebridge 2nd Addition Street Paving, north of 13th, east of 143rd Street East.
(District II)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisition:

- a. Partial Acquisition of 1500 South Tapestry Lane for the West Kellogg Freeway Project.
(Districts IV and V)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Police and Fire Retirement System, July 27, 2011
Police and Fire Retirement System, August 24, 2011 Cancelled
Board of Code Standards and Appeals, September 12, 2011
Wichita Airport Advisory Board, September 12, 2011
Board of Appeals of Plumbers and Gas Fitters, September 7th, 2011
Board of Appeals of Plumbers and Gas Fitters, September 21st, 2011

RECOMMENDED ACTION: Receive and file.

10. Repair or Removal of Dangerous and Unsafe Structures. (District I)

Property Address

- a. 1546 North Grove

Council District

I

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on December 6, 2011 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

11. Screwlift Pump Station Improvements.

RECOMMENDED ACTION: Receive and file to clarify and correct the overall total budget for the project.

12. Purchase Option, Shores, LP. (District III)

RECOMMENDED ACTION: Adopt the Resolution authorizing the Special Warranty Deed, Termination and Release of LURA, Bill of Sale and the Termination of Lease Agreement for Shores LP and authorize the necessary signatures.

13. Purchase Option Four-G, LLC. (District I)

RECOMMENDED ACTION: Adopt the resolution authorizing the Special Warranty Deed, Bill of Sale, and the Termination of Lease Agreement for Four-G LLC and authorize the necessary signatures.

14. Private Lot Cleanup Services.

RECOMMENDED ACTION: Approve the contracts with H. D. Mills and Sons, Inc. and T & G Mowing & Excavating, Inc., and authorize the necessary signatures.

15. Snow and Ice Budget Adjustment.

RECOMMENDED ACTION: Approve the budget adjustment of \$70,729.

16. Brooks Landfill Construction and Demolition Contract Amendment.

RECOMMENDED ACTION: Approve the contract amendment, extend the current contract expiration to April 11, 2012, authorize the necessary signatures, and approve increased tipping fee to \$29 per ton.

17. West Central Improvement and South Broadway Bridge Improvement. (Districts III and V)

RECOMMENDED ACTION: Approve the revised budgets, place the amending ordinances on first reading and authorize the signing of State/Federal agreements as required.

18. Water and Sewer Utility Refunding Revenue Bond Sale.

RECOMMENDED ACTION: Authorize utilization of Springsted, Inc. as the financial advisor in accordance with the terms of the intergovernmental contract established through Sedgwick County and adopt the resolution: 1) authorizing the sale of Water and Sewer Refunding Revenue Bonds; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; 4) authorizing distribution of the Notice of Sale; and 5) authorizing City staff, in consultation with Bond Counsel, to take such further action reasonably required to implement this Resolution.

19. Contracts and Agreements for September 2011.

RECOMMENDED ACTION: Receive and file.

20. Racial and Other Biased-Based Policing Training.

RECOMMENDED ACTION: Approve the Racial and Other Biased-Based Policing Training grant application.

21. Second Reading Ordinances: (First Read October 11, 2011)
List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

22. *DER2011-0006 Central and Bristol Community Facilities and Park Master Plan. (District II)

RECOMMENDED ACTION: Adopt the resolution endorsing the design concept recommended in Central and Bristol Community Facilities and Park Master Plan - August 2011.

23. *SUB2000-00039 -- Plat of Schraft 5th Addition located south of 31st Street South, on the east side of Meridian. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

24. *ZON2010-00018/CUP2010-00011 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-family Residential to LC Limited Commercial and creation of a Commercial Community Unit Plan (Pawnee and 127th Commercial CUP), generally located at the southwest corner of 127th Street and Pawnee Avenue. (District II)

RECOMMENDED ACTION: Approve a two-year extension of time to complete platting by October 18, 2013.

25. *VAC2011-00021 - Request to vacate a portion of access control dedicated by separate instrument and access control; generally located at the northeast corner of the Kellogg Street frontage road and Towne East Mall Drive/Armour Drive. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

City of Wichita
City Council Meeting
October 18, 2011

TO: Mayor and City Council

SUBJECT: Ordinance repealing Chapter 3.68 of the Code of the City of Wichita pertaining to sureties and bondsmen

INITIATED BY: Municipal Court

AGENDA: Unfinished Business

Recommendation: Place the ordinance on first reading.

Background: For several decades, bondsmen have been regulated through City licensing ordinances. Currently, six departments are involved in the licensing and oversight of bail bondsmen. For the last several years, staff has worked to revise this system to provide for more efficient processes. The City's monitoring system is inconsistent with the District Court's monitoring of bondsmen. Further, the majority of other municipalities monitor bondsmen activities through court rules, and do not grant bondsmen formal licenses.

This item was originally presented to City Council on October 4, 2011. Representatives of the bonding community attended the meeting and expressed concern with proposed changes that would reduce bonding limits and require letters of credit be provided by December 31, 2011. City Council deferred the item until October 18, 2011 and requested information related to outstanding bonds, the impact of remaining at seven times the amount of collateral pledged versus the five times as requested and changing the effective date of the ordinance from December 31, 2011 to January 31, 2012.

Analysis: Repeal of the ordinances and adoption of new court rules will facilitate the following goals:

- Consistency between District Court and Municipal Court regulation;
- Court rules will allow for better monitoring of the bondsmen by the court;
- Requiring letters of credit will make collection of forfeited bonds easier and provide additional security in cases of forfeiture. Letters of credit will be required by January 31, 2012;
- Better regulation will decrease the number of bench warrants, which will lead to decreased jail time and booking of defendants thereby saving on jail fees assessed;
- There will be no negative budget impact as the fee structure will remain the same;
- Bonding limits will remain at seven times the amount of collateral pledged.

Financial Considerations: The City Code allows bondsmen to pledge real property as collateral for bonds. Collecting forfeited bonds against real property requires the City to file legal actions in District Court. Requiring bondsmen to provide a letter of credit will facilitate efficient collection of forfeited bonds and enhance the City of Wichita's ability to collect any forfeited bonds.

Goal Impact: Repealing the ordinances regulating bondsmen and expanding the court rules further the goal of Safe and Secure Neighborhoods.

Legal Considerations: The ordinance has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the ordinance be placed on first reading.

Attachments: Ordinance and proposed bond rules.

First Published in The Wichita Eagle on October 28th , 2011

09/04/2011

ORDINANCE NO. 49-108

AN ORDINANCE REPEALING CHAPTER 3.68 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SURETIES AND BONDSMEN.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The original of Chapter 3.68 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective January 31, 2012.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of October, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

IN THE MUNICIPAL COURT OF WICHITA, KANSAS

ADMINISTRATIVE ORDER

BONDSMEN RULES AND PROCEDURES

A. Authorization to Issue Bail Bonds:

Except as otherwise provided by law, no insurance company or bail bondsman engaged in the business of writing bonds for profit shall be authorized to act as sureties in this Court until having fully complied with the rules of this Court and this administrative order relating to the issuance of bonds. Individual citizens of the community may act as sureties in this Court on a case by case basis without complying with rules A, B, D and E, if no fee is charged and if a judge of this Court approves.

B. Definitions: As used in this Administrative Order, the terms shall have the following meanings:

‘Authorized Agent’ means a bail bond agent or recovery agent.

‘Bail bond’ means a bond certificate issued by a bail bondsmen, bail bond agent, or an insurance company, authorized to transact business in the State of Kansas, which guarantees the appearance of a defendant in the Wichita Municipal Court at the time specified on the bond and at all subsequent court appearances. In the event of failure to appear at any time specified by the Court, the surety company guarantees payment of the amount on the bond by the surety company.

‘Bail Bond Agent’ means any person who acts in writing bonds on behalf of a bail bondsman.

‘Bail Bondsman’ means any person, who issues bail bonds for compensation.

‘Crimes involving moral turpitude’ include those charges involving prostitution, promoting prostitution, indecent exposure, illegal use, possession, or sale of narcotics or non-narcotic drugs, public nudity, sodomy, lewd and lascivious behavior, sexual battery, indecent liberties with a child, incest, bigamy and crimes against nature.

‘Crimes of Dishonesty’ include those charges involving theft, petit theft, theft of services, forgery, burglary, issuance of an insufficient fund check and fraud.

‘Crimes of Violence’ include those charges which have as an element the use, attempted use or threatened use of physical force against the person of another or an

offense that by its very nature presents a serious potential risk of physical injury to another person.

'Insurance Agent' means any person licensed by the Kansas State Insurance Commissioner to issue surety bonds in the State of Kansas and who represents an authorized insurance company.

'Insurance Company' means any company authorized by the Kansas State Insurance Commissioner to write surety bonds.

'Recovery Agent' shall mean a person, not performing the duties of a law enforcement officer, who tracks down, captures and surrenders to the custody of the court a fugitive who has violated a surety or bail bond agreement.

'Surety' or 'Surety Company' shall mean an insurance company authorized by the State of Kansas to issue bail bonds, or a bail bondsman authorized to issues bonds in the Wichita Municipal Court.

'Unsatisfied Bond Forfeitures' shall mean bonds, which after sixty (60) days from the issuance of a bench warrant, have not been paid into the court or the defendant has not been recommitted into custody by the bail bondsman or his or her agent.

C. Criteria for Authorization to Act as Surety in Wichita Municipal Court

In order to become authorized to act as surety in Wichita Municipal Court, the surety company must make application in writing to the Administrative Judge of the Municipal Court. Accompanying its request for authorization, it must submit, ***to the extent applicable***, the following information:

Requirements for Insurance Companies:

1. A copy of any and all Power of Attorney certificates issued to it by any insurance company.
2. A current and valid Certificate of License from the Kansas Insurance Department.
3. A current and valid Certificate of Authority from the Kansas Insurance Department
4. A statement that the applicant has read this Administrative Order in its entirety and agrees to comply with all provisions.

5. A signed release from the applicant and any persons authorized by the applicant to sign bonds allowing the Court to conduct a criminal history records investigation on said individual. (See Attachment B).
6. A completed application and payment of application fee.(See Attachment A) The application fee for Bail Bondsmen shall be \$100.00. The application fee for Bail bond agents shall be \$50.00.

Requirements for Bail Bondsman:

1. A valid, current and enforceable irrevocable Letter of Credit in an amount not less than fifty thousand dollars (\$50,000) issued to the City of Wichita by a state or national banking institution authorized to and doing business in the State of Kansas, guaranteeing payment of any forfeited bonds. All such letters of credit must be approved by the City Attorney. Letters of Credit shall be retained by the Court Administrator following approval of the application. A bondsman and/or his or her agents shall be entitled to issue bonds not exceeding an aggregate amount which is seven times the amount of the letter(s) of credit issued to the court.
2. A completed application and payment of application fee.(See Attachment A) The application fee for Bail Bondsmen shall be \$100.00. The application fee for Bail bond agents shall be \$50.00.
3. A signed release from the applicant and any persons authorized by the applicant to sign bonds allowing the Court to conduct a criminal history records investigation on said individual. (See Attachment B).
4. A statement that the applicant has read this Administrative Order in its entirety and agrees to comply with all provisions.
5. Such other information as may be requested by the Administrative Judge regarding the applicant or employees financial status relating to his/her ability to issue bonds.

D. Disqualification/Suspension

Applicants shall not be approved to issue bonds, or such bonding privileges may be suspended or revoked if:

1. The applicant or any authorized agent, within the preceding 10 years, has been convicted, in this or any other jurisdiction of any crime of violence, dishonesty or deceit, or moral turpitude or has been convicted of any person felony within the last 10 years.
2. The applicant is not a citizen of the United States.

3. The applicant or any authorized agent does not have current, federal or state photo identification.
4. The applicant or any authorized agent has failed to meet financial responsibilities to this or any other court. This may be evidenced by legal action to collect past due amounts or suspension of driving privileges, among other indications.
5. The bonds issued by the applicant and/or his or her agents equal or exceed an aggregate amount, which is seven times the amount of the letter(s) of credit issued to the court.
6. The applicant or authorized agent has provided a false statement in any information submitted to the Court for approval of his/her application or regarding a warrant/ bond recall.
7. The applicant or any authorized agent has outstanding warrant(s) issued for his or her arrest for any crime mentioned in paragraph one above.
8. The applicant or any authorized agent allows an unauthorized person to write a bond(s).
9. The applicant or any authorized agent, who is writing a bond under the authority of an insurance company, allows a bond to be submitted to the Court which does not contain an individual, numbered, power of attorney properly executed.
10. The surety company has outstanding bail bonds totaling more than seven times the amount of the letter of credit pledged to the court.
11. Good cause exists for the Administrative Judge to determine that it is not in the best interest of the Court and the community that the applicant or surety company be allowed to write bonds in the Wichita Municipal Court.

Written notice shall be given to the applicant or surety of the denial or suspension or revocation of any bonding privileges. Such notice shall state the reason for the denial or suspension or revocation of the bonding privileges and be mailed by regular mail to the address submitted by the applicant on the application.

Within ten days of the date of the notice, an applicant or surety may request a hearing before the Administrative Judge regarding the denial or suspension or revocation of bonding privileges. The suspension or revocation of bonding privileges shall be stayed, pending such hearing before the Administrative Judge.

E. Persons Authorized to Write Bonds

As part of the approval process, the applicant shall submit the name(s) and requested information for all authorized agents of the applicant. Only those persons so approved are authorized to write bonds or serve as recovery agents. If, following approval, the applicant wants to add additional bondsmen or recovery agents, the applicant must submit complete the required form to the Administrative Judge indicating the name of the person(s) they wish to add as an authorized agent of the applicant, along with a completed Authorization for the Release of Records and a Statement of Understanding. The agent will not be allowed to write bonds unless and until approved to do so by the Administrative Judge. In addition, when agents are no longer employed by the surety, the surety shall notify the Administrative Judge, in writing, within three (3) business days, that said person is no longer authorized by the applicant to write bonds, or serve as their authorized agent.

F. Failure to Appear

1. A bond certificate issued by a surety company authorized to transact business in the State of Kansas and in the Wichita Municipal Court guarantees the appearance of such person in Court at the time specified on the bond and at all subsequent court appearances unless and until the surety company is released on the bond.
2. If a bond is posted on a charge for which a disposition has not yet been entered, the bond remains in effect until such time as the defendant answers the complaint and sentence or disposition is entered thereon. This would *not* include future court appearances for review of compliance with court orders. However, if the bond is posted for a non-appearance on a post-conviction or post-diversion matter, the bond remains in effect until a final disposition or satisfaction of the post-conviction or post-diversion matter.
3. Upon failure of the defendant to appear as ordered, the judge shall declare the bond forfeited. The Court shall send a letter to the surety company responsible for the defendant's appearance advising it of the defendant's failure to appear and allowing **sixty (60) days** from the date of the forfeiture to either surrender the defendant or pay the bond forfeiture. **It is the responsibility of the bonding company to know the whereabouts of the defendant, to watch the Court's calendar, and to see to it that the defendant appears as ordered.** The surety's liability on the bond is not conditioned upon notice by the City or the Court of the defendant's failure to appear. The surety has the responsibility to be aware of the court dates and the defendant's location. The letter will be sent by regular mail to the address registered with the Court. Failure to

receive the letter does not relieve the surety company from responsibility on the bond.

G. Failure to Produce the Defendant or the Forfeited Funds

If the defendant is not surrendered or the bond forfeiture paid by the due date, the surety company's privileges will be suspended at 12:00 p.m. of the next business day. Notification of the suspension/withdrawal of bonding privileges shall be made in writing to the surety company and will apply to all bondsmen represented by that company. The letter will be sent by regular mail to the address registered with the Court. Failure to receive the letter does not relieve the surety company from responsibility on the bond.

H. Reinstatement of Bonding Privileges

Once suspended, the surety company must pay all amounts owing for unsatisfied bond forfeitures before consideration will be given for reinstatement of bonding privileges.

Once payment in full is made, the following schedule will be followed:

For the first suspension in a one (1) year period, the surety's privileges will be suspended for a period not to exceed thirty (30) days after payment. Such one year period shall begin on January 1 and end on December 31st.

For a second or subsequent suspension in a one (1) year period, the surety's privileges will be suspended for ninety (90) days after payment. Such one year period shall begin on January 1 and end on December 31st.

I. Extensions of Time

Extensions of time to surrender the person or pay the forfeiture will only be considered upon written request made to the Administrative Judge at least forty eight (48) hours prior to the due date. Said extensions shall be granted for good cause, at the sole discretion of the Administrative Judge or in his/her absence, to his/her designee. Extension requests must be made in writing. (See Attachment C)

J. Refunds

If the bond forfeiture is paid on time, and the defendant is later surrendered **by the surety or its authorized agent**, upon request, a partial refund may be allowed as indicated below:

1 – 30 days after payment	75% refund
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31– 60 days after payment	50% refund
61 – 90 days after payment	25% refund

Said request for refunds must be made in writing. (See Attachment D)

No refunds will be given for surrenders that occur in excess of 90 days after payment. No refunds will be given unless the defendant is surrendered **by the surety** to the Sedgwick County Adult Detention facility. If the defendant is arrested by law enforcement personnel within ninety (90) days of forfeiture, without the assistance of the surety company, no refunds will be provided.

K. Surrender

A defendant is considered surrendered to the Court when he or she is surrendered to the Sedgwick County Adult Detention Facility. A defendant is **not** considered surrendered to the Court if the defendant is incarcerated in another county or another state. Upon timely surrender, the surety company will be released from all further liability on the bond.

L. Persons Incarcerated Outside Sedgwick County, Kansas

If a surety finds that due to the defendant's incarceration outside Sedgwick County, Kansas it is not able to surrender the defendant on the date required, the surety company must ask for an extension of time to surrender the defendant prior to the due date. Said request must be accompanied by proof of incarceration from the jurisdiction or detention facility so holding the defendant. In such cases, an extension will be granted to require surrender or payment within 30 days of the defendant's release from said incarceration. The surety company must advise the court, with the accompanying documentation, every 30 days of the defendant's status. The surety company will not be released from the bond commitment until the defendant is surrendered in Sedgwick County, Kansas or exonerated by the Administrative Judge of the City of Wichita Municipal Court or his/her designee.

M. Application of Order to Surety Companies Already Licensed by the City of Wichita.

Any surety company currently licensed by the City of Wichita and those insurance companies that are in good standing with the court shall be required to comply with this administrative order at the time of its adoption by the court, and the passage of the necessary amendments to Chapter 3.68 of the Code of the City of Wichita. In order to retain bonding privileges, such surety companies must submit an application, pursuant to this order, no later than December 1, 2011 to remain in good standing.

N. Ability to Sue

Nothing contained herein shall in any way limit the City or the Court's ability to proceed with any and all proper civil remedies against the surety to collect on the bond if such payment is not forthcoming upon demand.

O. Questions

Questions concerning this policy or its application are to be directed to the Bond Clerk at (316) 268- 4344. Only the Administrative Judge has the authority to waive or modify any provision of this policy and said waiver or modification must be obtained in writing. The Bond Clerk does not have the authority to waive, modify or extend any of these provisions.

IT IS SO ORDERED.

DATED THIS ____ DAY OF _____, 2011.

Jennifer L. Jones
Administrative Judge
City of Wichita Municipal Court

Rev. 10-5-11

**City of Wichita
City Council Meeting
October 18, 2011**

TO: Mayor and City Council Members

SUBJECT : Public Hearing on Proposed Assessments for fourteen (14) Paving Projects ; ten (10) Water Projects; nine (9) Sewer Projects, and six (6) Storm Sewer Projects in the February Bond Sale Series 808 (Districts II, III, IV, V, and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the proposed assessments and ordinances.

Background: The City Council was notified on September 13, 2011 and September 20, 2011 that the proposed assessment rolls were on file for public inspection in the Department of Finance.

Analysis: Notice of hearing letters were published September 23, 2011 for fourteen (14) paving projects and September 30, 2011 for ten (10) main water lines; nine (9) lateral sewer lines; and six (6) storm water drains in the Wichita Eagle; being not less than ten days prior to the date of the hearing. All affected property owners have been notified in writing. Department of Finance and Public Works staff held an informal hearing on October 3, 2011 for the paving projects and October 10, 2011 for the water, sewer and storm sewer projects.

Financial Considerations: Statements of Special Assessment will be mailed to the property owners on November 4, 2011. The property owners have 30 days from the date of statement to pay their assessment and avoid paying interest. The assessments not paid during this period will be in the February 2012 bond sale. The interest added to the principal amount will be determined by the rate at which the bonds sell. The principal and interest will then be spread and placed on the 2012 tax roll.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of home ownership.

Legal Considerations: The ordinances have been reviewed and approved as to form by the Law Department. These projects were initiated pursuant to provisions of KSA 12-6a01 et seq. as amended. All of the projects were 100% petitioned with the exception of:

472-84646	51% Petition	Constructing pavement on Mariposa, Pueblo, and Sierra
472-84718	53% Petition	Constructing pavement on New Jersey Drive, Valley Forge Road, and Brandywine
472-84777	Ordered In (January 6, 2009)	Constructing pavement on Elm, from Nevada to Dougherty
472-84778	Ordered In (January 6, 2009)	Constructing pavement on Elm, from Dougherty to Young

472-84783	67% Petition	Constructing pavement on parts of New Jersey and Bunker Hill Drive
472-84816	67.86% Petition	Constructing pavement on Franklin Street, from Arapahoe to Gilda
448-90482	66.7% Petition	Davis Gardens Addition
468-84227	96% Petition	Southwest Passage Addition
468-84351	Ordered In	Resthaven Gardens of Memory Addition and Unplatted Tracts
468-84598	52.38% Petition	Walnut Grove and Barbee Subdivision
468-84613	67% Petition	Walnut Grove Addition

Recommendation/Action: It is recommended that the City Council close the Public Hearing, approve the proposed assessments and place the ordinances on first reading.

Attachment: Special Assessments projects list.

HEARING ON PROPOSED ASSESSMENTS FOR PAVING, WATER, SEWER, AND STORM SEWER PROJECTS:

On September 13, 2011 the Council was notified that the Proposed Assessment Rolls for Paving projects had been prepared and were on file in the office of Debt Management in the Finance Department for public inspection.

On September 20, 2011 the Council was notified that the Proposed Assessment Rolls for construction of the following water, sewer and storm sewer projects had been prepared and were on file in the office of Debt Management in the Finance Department for public inspection:

PAVING PROJECTS:

- a) (490-184/472-84571) Improving Victor, Rutan, & First Street (North of Douglas, East of Hillside), as authorized by Resolution No. 07-409, rescinded by 07-591, rescinded by 08-145, rescinded by 08-284, rescinded 10-213, adopted July 17, 2007, October 23, 2007, March 18, 2008, June 3, 2008, August 3, 2010, and published July 20, 2007, October 26, 2007, March 21, 2008, June 6, 2008, August 6, 2010, corrected and republished July 14, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$2,505,500.00 is to be apportioned \$950,000.00 is payable by the improvement district and \$1,995,000 is payable by the TIF improvement district. The cost has been assessed on a fractional basis. District II
- b) (490-247/472-84613) improving Mainsgate, Chelmsford, Chelmsford Courts, & Flutter Circle (North of 21st, West of 159th Street East), as authorized by Resolution No. 07-574, adopted October 16, 2007, and published October 19, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$434,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II
- c) (490-228/472-84637) improving Bristol Circle (East of Greenwich, South of Kellogg), as authorized by Resolution No. 07-692, rescinded by 08-482, rescinded by 10-093, rescinded by 10-171, adopted December 4, 2007, October 7, 2008, April 13, 2010, June 22, 2010, and published December 7, 2007, October 10, 2008, April 16, 2010, June 25, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$185,950.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II

- d) (490-216/472-84646) improving Pueblo, Mariposa, & Sierra (South of Kellogg, East of Ridge), as authorized by Resolution No. 08-016, rescinded by 11-233, adopted January 8, 2008, September 20, 2011, and published January 11, 2008, September 23, 2011. Petition for this improvement was signed by owners representing 51% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$996,650.00 is to be apportioned 92.9% payable by the improvement district and 7.1 % payable by the City-at-Large. The cost has been assessed on a square foot basis. District V
- e) (490-234/472-84718) improving New Jersey Drive, Valley Forge Road, & Brandywine Road (East of Oliver, North of 31st Street South), as authorized by Resolution No. 08-254, adopted May 13, 2008, and published May 16, 2008. Petition for this improvement was signed by owners representing 53% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$362,650.00 is to be apportioned 86.4% payable by the improvement district and 13.6 % payable by the City-at-Large. The cost has been assessed on a square foot basis. District III
- f) (490-252/472-84777) improving Elm (North of Central, West of West Street), as authorized by Resolution No. 08-562, 09-005, rescinded by 11-234, adopted December 16, 2008, January 6, 2009, September 20, 2011, and published December 19, 2008, December 26, 2008, corrected and republished March 20, 2009, January 9, 2009, September 23, 2011. Petition for this improvement was signed by owners representing Ordered In of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$133,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District VI
- g) (490-251/472-84778) improving Elm (North of Central, West of West Street), as authorized by Resolution No. 08-561, 09-006, rescinded by 11-235, adopted December 16, 2008, January 6, 2009, September 20, 2011, and published December 19, 2008, December 26, 2008, January 9, 2009, September 23, 2011. Petition for this improvement was signed by owners representing Ordered In of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$68,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District VI
- h) (490-254/472-84783) improving New Jersey, & Bunker Hill Drive (North of 31st Street South, East of Oliver), as authorized by Resolution No. 09-004, adopted January 6, 2009, and published January 9, 2009. Petition for this improvement was signed by owners representing 67% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$438,050.00 is to be apportioned 96.4% payable by the improvement district and 3.6 % payable by the City-at-Large. The cost has been assessed on a square foot basis. District III

- i) (490-264/472-84797) improving Shadybrook (South of 21st, West of 127th Street East), as authorized by Resolution No. 09-074, adopted March 24, 2009, and published March 27, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$140,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District II
- j) (490-258/472-84816) improving Franklin Street (North of Central , West of I-235), as authorized by Resolution No. 09-122, adopted May 5, 2009, and published May 8, 2009. Petition for this improvement was signed by owners representing 67.86% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$174,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District V
- k) (490-271/472-84871) improving Sycamore Circle (North of 55th Street South, East of Seneca), as authorized by Resolution No. 09-336, rescinded by 10-178, rescinded by 10-275, adopted October 20, 2009, July 13, 2010, October 26, 2010, and published October 23, 2009, July 16, 2010, October 29, 2010, corrected and republished November 10, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$68,450.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV
- l) (490-266/472-84874) improving Michelle, Casa Bella, Tara Falls, & Michelle Circle (North of Pawnee, West of 127th Street East), as authorized by Resolution No. 09-370, adopted December 1, 2009, and published December 4, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$279,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II
- m) (490-268/472-84885) improving Toben Street (West of Webb, South of 37th Street North), as authorized by Resolution No. 10-052, rescinded by 10-072, rescinded by 10-157, rescinded by 11-017, adopted March 9, 2010, March 23, 2010, June 8, 2010, February 1, 2011, and published March 12, 2010, March 26, 2010, June 11, 2010, February 4, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$219,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District II

- n) (490-270/472-84889) improving Lark Court (South of Kellogg, West of Maize), as authorized by Resolution No. 10-043, rescinded by 10-204, adopted March 2, 2010, July 27, 2010, and published March 5, 2010, July 30, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 12, 2011 in the amount of \$55,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV

WATER PROJECTS:

- o) (470-122/448-90241) Construction of Water Distribution, TO SERVE SILVERTON ADDITION, North of 13th St. North, West of 135th St. West, as authorized by Resolution No. 06-545, adopted October 17, 2006, and published October 20, 2006. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$63,700.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V
- p) (470-119/448-90418) Construction of Water Distribution, TO SERVE STONEBRIDGE COMMERCIAL ADDITION, South of 37th St. North, East of Maize, as authorized by Resolution No. 09-042, rescinded by 10-085, 10-218, adopted February 24, 2009, April 6, 2010, August 10, 2010, and published February 27, 2009, April 9, 2010, August 13, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$114,750.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District V
- q) (470-114/448-90423) Construction of Water Distribution, TO SERVE SUMMITT CROSSING ADDITION, South of 21st, West of 127th East, as authorized by Resolution No. 09-071, adopted March 24, 2009, and published March 27, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$81,150.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District II
- r) (470-121/448-90458) Construction of Water Distribution, TO SERVE CORNFIELD ADDITION, North of 55th St. South, East of Seneca, as authorized by Resolution No. 09-334, adopted October 20, 2009, and published October 23, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$18,850.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV

- s) (470-116/448-90470) Construction of Water Distribution, TO SERVE FIREPOINT ADDITION, West of Webb, South of 37th St. North, as authorized by Resolution No. 10-051; 10-071; 10-156; 10-220, adopted March 9, 2010; March 23, 2010; June 8, 2010; August 10, 2010, and published March 12, 2010; March 26, 2010; June 11, 2010; August 13, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$35,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District II
- t) (470-117/448-90471) Construction of Water Distribution, TO SERVE ANGEL FIRE ADDITION, North of 47th St. South, East of West Street, as authorized by Resolution No. 10-053, adopted March 9, 2010; and published March 12, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$61,850.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV
- u) (470-118/448-90473) Construction of Water Distribution, TO SERVE STEVE KELLEY 6TH ADDITION, South of Kellogg, West of Maize, as authorized by Resolution No. 10-041, adopted March 2, 2010, and published March 5, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$26,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV
- v) (470-123/448-90482) Construction of Water Distribution, TO SERVE DAVIS GARDENS ADDITION, Along Elm, West of Sheridan, as authorized by Resolution No. 10-154, adopted June 8, 2010, and published June 11, 2010. Petition for this improvement was signed by owners representing 66.7% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$24,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a front foot basis. District VI
- w) (470-125/448-90490) Construction of Water Distribution, TO SERVE IDEAL ACRES & GOW ACRES ADDITIONS, South of 13th, East of Zoo Blvd., as authorized by Resolution No. 10-227; resc. by 11-097, adopted August 17, 2010; April 26, 2011, and published August 20, 2010, April 29, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$6,850.00 is to be apportioned 72.82% payable by the improvement district, 27.18% payable by the Wichita Water Utility. The cost has been assessed on a square foot basis. District VI

- x) (470-127/448-90497) Construction of Water Distribution, TO SERVE PARKWILDE ADDITION, South of St Louis, East of Young, as authorized by Resolution No. 10-276 rescinded by 11-098, adopted October 26, 2010; April 26, 2011, and published October 29, 2010; April 29, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$13,050.00 is to be apportioned 37.31% payable by the improvement district; 62.69% payable by the Wichita Water Utility. The cost has been assessed on a square foot basis. District IV

SEWER PROJECTS:

- y) (480-896/ 468-84227) Construction of MAIN 6, COWSKIN INTERCEPTOR FORCE MAIN SEWER, TO SERVE SOUTHWEST PASSAGE & RED ROCK VILLAGE ADDITION, South of Pawnee, West of 119th St. West, as authorized by Resolution No. 07-020; 09-203; 10-158; 10-193, adopted January 9, 2007, July 14, 2009, June 8, 2010; July 20, 2010; published January 12, 2007; July 17, 2009, June 11, 2010, July 23, 2010, corrected August 4, 2010. Petition for this improvement was signed by owners representing 96% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$266,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV.
- z) (480-924/ 468-84351) Construction of LATERAL 23, MAIN 13, SOUTHWEST INTERCEPTOR SEWER, TO SERVE RESTHAVEN GARDENS OF MEMORY & UNPLATTED TRACTS, At Kellogg, East of 119th St. West, as authorized by Resolution No. 07-276, adopted May 1, 2007; published May 3, 2007, corrected August 15, 2008. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$314,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV.
- aa) (480-984/ 468-84551) Construction of LATERAL 415, FOUR MILE CREEK SEWER, TO SERVE BELLECHASE SECOND ADDITION, East of 127th St. East, North of Harry, as authorized by Resolution No. 08-490, adopted October 21, 2008; published October 24, 2008. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$82,150.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

- bb) (480-005/ 468-84571) Construction of LATERAL 1, MAIN 6A, NORTHWEST INTERCEPTOR SEWER, TO SERVE STONEBRIDGE COMMERCIAL ADDITION, South of 37th St. North, East of Maize, as authorized by Resolution No. 09-043; 10-086; 10-219, adopted February 24, 2009; April 6, 2010; August 10, 2010; published February 27, 2009; April 9, 2010; August 13, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$121,650.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District V.
- cc) (480-002/ 468-84579) Construction of LATERAL 6, MAIN 10, FOUR MILE CREEK, TO SERVE SUMMITT CROSSING ADDITION, South of 21st, West of 127th St. East, as authorized by Resolution No. 09-072, adopted March 24, 2009; published March 27, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$108,950.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District II.
- dd) (480-998/ 468-84584) Construction of LATERAL 16, MAIN 7, NORTHWEST INTERCEPTOR SEWER, TO SERVE FONTANA 4TH ADDITION, North of 29th St. North, East of 119th St West, as authorized by Resolution No. 09-233, adopted July 21, 2009; published July 24, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$149,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.
- ee) (480-994/ 468-84598) Construction of LATERAL 153, MAIN 4, SANITARY SEWER NO. 23, TO SERVE WALNUT GROVE & BARBEE SUBDIVISION ADDITIONS, North of 33rd St. North, West of Jeanette, as authorized by Resolution No. 09-123, adopted May 5, 2009; published May 8, 2009. Petition for this improvement was signed by owners representing 52.38% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$16,250.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District VI.
- ff) (480-996/ 468-84613) Construction of LATERAL 154, MAIN 4, SANITARY SEWER #23, TO SERVE WALNUT GROVE ADDITION, South of 35th St. North, East of Seneca, as authorized by Resolution No. 09-188, adopted July 7, 2009; published July 10, 2009. Petition for this improvement was signed by owners representing 67% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$12,400.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District VI.

gg) (480-004/ 468-84671) Construction of LATERAL 24, MAIN 13, SOUTHWEST INTERCEPTOR SEWER, TO SERVE STEVE KELLEY 6TH ADDITION, South of Kellogg, West of Maize, as authorized by Resolution No. 10-042, adopted March 2, 2010; published March 5, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011 in the amount of \$50,800.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District IV.

STORM SEWER PROJECTS:

hh) (485365/468-84463) Construction of SWD No. 343, East of Greenwich, South of Kellogg, as authorized by Resolution No. 07-690, adopted December 4, 2007, and published December 7, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011, in the amount of \$57,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II

ii) (485364/468-84464) Construction of SWS No. 640, East of Greenwich, South of Kellogg, as authorized by Resolution No. 07-691, rescinded by 08-293, rescinded by 08-472, adopted December 4, 2007, June 3, 2008, September 23, 2008, and published December 7, 2007, June 6, 2008, September 26, 2008. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011, in the amount of \$124,950.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II

jj) (485371/468-84552) Construction of SWD No. 351, East of 127th Street East, North of Harry, as authorized by Resolution No. 08-491, rescinded by 09-273, adopted October 21, 2008, August 18, 2009, and published October 24, 2008, August 21, 2009. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011, in the amount of \$286,050.00 is to be apportioned 100 % payable by the improvement district. The cost has been assessed on a fractional basis. District II

kk) (485378/468-84580) Construction of SWD No. 355, South of 21st, West of 127th Street East, as authorized by Resolution No. 09-073, rescinded by 10-009, adopted March 24, 2009, January 12, 2010, and published March 27, 2009, January 15, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011, in the amount of \$147,400.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a square foot basis. District II

ll) (485381/468-84681) Construction of SWD No. 368, North of 13th, West of 135th Street West, as authorized by Resolution No. 10-159, adopted June 8, 2010, and published June

11, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011, in the amount of \$153,950.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V

mm) (485382/468-84682) Construction of SWS No. 658, North of 13th, East of Webb, as authorized by Resolution No. 10-155, adopted June 8, 2010, and published June 11, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved July 19, 2011, in the amount of \$389,450.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II

City of Wichita
City Council Meeting
October 18, 2011

TO: Mayor and City Council

SUBJECT: Approval of Forgivable Loan Agreement for Johnson Controls (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Approve the forgivable loan agreement and place the home rule ordinance on first reading and authorize the necessary signatures.

Background: Johnson Controls UPG, a division of Johnson Controls, Inc., has global operations employing more than 142,000. The division began in 1920 in Wichita as Coleman Heating and Air manufacturing residential heating and air condition systems. Today the division has two locations in the Wichita area (3110 N. Mead and in the city of Maize) totaling 1.3 million square feet and employing 948 full time employees with another 100+ part time employees. Johnson Controls' Wichita plant produces and distributes heating, ventilating, air-conditioning and refrigeration equipment and services throughout the world.

The Johnson Controls UPG division is currently in the process of executing a 5-year plan to grow its business and reduce its operating costs. Johnson Controls worked with The Greater Wichita Economic Development Coalition (GWEDC) to assist in a potential relocation to Wichita. The GWEDC coordinated the development of an incentives package with City, County and State officials, which is presented herewith for approval of the City's portion.

Analysis: Johnson Controls intends to move three existing assembly lines out of its Norman Oklahoma facility into its existing Wichita facility. These lines assemble the largest of Johnson Controls residential HVAC/Heating products. This move will allow the UPG division to optimize the assembly lines and utilize current fabrication capacity currently located in Wichita. This move will also align its entire residential product offering with the current product being produced in Wichita. Johnson Controls projects it will relocate approximately \$1.6 million worth of equipment from Norman to Wichita with an installation cost of \$1.1 million. There is additional relocation and moving expenses of \$888,625. Johnson Controls will also invest approximately \$436,000 in training related expenses.

The City and Sedgwick County have partnered to offer economic development assistance to the company. The City and County will each provide a forgivable loan of \$42,500 to defray the costs of relocating equipment from Norman, Oklahoma to Wichita, and for training new employees, subject to governing body approval. The State of Kansas has offered incentives including training grants, sales tax exemption and income tax credits, valued together at \$1,168,000.

Johnson Controls currently has 948 employees in Wichita and, as a condition for forgiveness of the loans, will increase that employment to a minimum of 1,130 positions within the next five years, with an average salary of \$31,892 per year. The bulk of the new 182 jobs will be created in the next year.

As part of GWEDC's due diligence for this project, the return-on-investment was calculated for the proposed City-County incentive package.

City General Fund	5.62 to one
Sedgwick County	5.67 to one

Financial Considerations: Funding for the City's forgivable loan will come from the Economic Development Fund and monies appropriated therein for cash incentives. The terms of the proposed forgivable loan agreement provide for the forgiveness of a portion of the loan balance each year based on sustaining projected employment levels over a 5-year period. A proportional amount of the loan will be due and payable at the end of the 5-year term if the required employment level is not achieved and maintained. The entire original loan amount is immediately due and payable, with interest at 12% APR if Johnson Controls ceases operations in Wichita during the term of the loan.

Goal Impact: Economic Vitality and Affordable Living. Growth of non-aviation manufacturing businesses is the one of the most effective ways to diversify the economy.

Legal Considerations: The Law Department has approved the documents as to legal form. The City may exercise its home rule authority to make economic development loans or grants, which requires the adoption of a home rule ordinance for approval.

Recommendation/Actions: It is recommended that the City Council approve the forgivable loan agreement for Johnson Controls, place the home rule ordinance on first reading, and authorize the necessary signatures.

Attachment(s): Forgivable Loan Agreement and Promissory Note; Home Rule Ordinance

FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

This Forgivable Loan Agreement and Promissory Note (the “Agreement”), effective this ____ day of October, 2011, is entered into between the following parties:

Lender: City of Wichita, Kansas (“Lender”)
455 N. Main
Wichita, Kansas 67202
Contact Person/Title: Allen Bell, Director of Urban Development
Phone: 316-268-4524 EMAIL: abell@wichita.gov

Borrower: Johnson Controls, Inc. (aka York International). (“Borrower”)
3110 North Mead, PO BOX 19014
Wichita, Kansas 67204-9014
Contact Person/Title: Rob Cornett, CFO (*Primary Contact*)
Phone: (316) 832-6582 EMAIL: robert.j.cornett@jci.com
FEIN: # **13-3473472**

WHEREAS, it has been determined by the Lender that an economic emergency or unique opportunity exists which warrants funding to secure economic benefits or avoid or remedy economic losses; and

WHEREAS, the Borrower has specified that this funding will be used *for tenant improvements, equipment purchases, and /or machinery used in the new facility in Sedgwick County, Wichita, Kansas; and*

WHEREAS, the Lender has authorized an expenditure of **\$42,500** for the purpose of making a loan to the Borrower under such terms and conditions as may be prescribed by the Lender.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the parties agree as follows:

1) **Loan Amount and Terms:** Subject to the terms and conditions of the Agreement, the Lender hereby agrees to provide the Borrower with the principal sum of **\$42,500** for a sixty (60) month period. Interest will accrue from the date of disbursement at the rate of zero percent (0.0%) per annum on the unpaid balance. Should a default occur, repayment of all principal and interest will be made immediately in accordance with the provisions shown below. This loan is not transferable.

2) **Forgiveness of Debt:** The Borrower promises to create and maintain minimum employment levels at the Wichita, Sedgwick County, Kansas facility, starting from a base employment level of **948** full-time jobs, at the end of each of five (5) years as shown in the following schedule:

	Year 1(2012)	Year 2(2013)	Year 3(2014)	Year 4(2015)	Year 5(2016)
New Positions:	182	0	0	0	0
Base Employment:	948	1,130	1,130	1,130	1,130
Total Employment:	1,130	1,130	1,130	1,130	1,130
Total Annualized Wages:	\$5,800,000	\$5,800,000	\$5,800,000	\$5,800,000	5,800,000

Job figures reflect full-time equivalent (FTE) positions only. One FTE is equal to 2080 hours earned per year, including vacation. Average salary of new positions shall be at least an average of **\$31,892** per year.

The outstanding principal balance will be divided by the total number of years in the term, and the resulting figure will be the “installment”. The first anniversary date for meeting the first year’s job creation commitment shall be **October 31, 2012**. On the first anniversary and at each scheduled anniversary date thereafter where the Borrower has achieved the required job and wage commitment, an amount equal to an installment, plus any accrued interest, will be forgiven.

However, in the event the Borrower ceases to operate as **Johnson Controls, Inc.** in Wichita, Sedgwick County, Kansas during the term of this agreement, any principal and interest which has been forgiven will be repaid in accordance with paragraph (16) below.

In the event of a technical default under this section, the Borrower has the right of appeal to Lender, if compelling evidence can be presented demonstrating that the default is the result of dramatic, unforeseen changes in economic or market conditions. In the event of an appeal, the Lender will have the sole discretion to enforce the provisions as set forth in paragraph (16) below.

3) **Collateral**: None is required under this Agreement.

4) **Mortgage/Security Agreement**: Not applicable.

5) **Insurance**: The Borrower agrees to provide and maintain at its own expense casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all of the real estate, buildings, fixtures and improvements and all business machinery, equipment, furnishings and furniture at its Sedgwick County, Kansas facility. Evidence of such coverage will be provided to the Lender upon request. The total amount of the insurance policy shall be sufficient to pay all indebtedness to lien holders and other parties with an interest in this property, and pay the Lender the entire outstanding principal balance and accrued interest. In the event of such loss, the Borrower agrees to repay the Lender as detailed in section 16(A)(ii) below, subject to item (6).

6) **Force Majeure**: In the event that operations at the worksite are impaired or suspended due to uncontrollable forces of nature, the Borrower will be given a reasonable period of time, as determined in the sole discretion of the Lender, in which to reestablish any lost jobs. The term of this agreement will be extended by the length of this period, and no contractual penalty will be imposed on the company during this period.

7) **Release of Mortgage/Security Agreement**: Not applicable.

8) **Life Insurance**: Not applicable.

9) **Use of Funds**: The monies from this loan shall be used by the Borrower to pay for costs directly related to Johnson Controls, Inc at the Borrower's worksite at 3110 N. Mead, Wichita, Kansas in Wichita, Sedgwick County, Kansas. Any machinery and equipment obtained using these loan funds will be promptly identified to the Lender, including narrative description and serial number, and will remain in the Sedgwick County, Kansas facility for the duration of this agreement. The Lender or its representative shall be afforded the right of inspection of such machinery and equipment throughout the term of this agreement.

10) **Services Provided to Borrower**: The Lender is not obligated to provide any services to the Borrower other than those specified in the Agreement.

11) **Related Contracts**: The Borrower shall provide, upon written request, copies of all contracts entered into by the Borrower for activities covered by the loan monies.

12) **Period of Performance**: The Borrower may be reimbursed with loan funds for expenses incurred prior to the date of this Agreement, if they were made in connection with activities defined in item (9) above.

Activities will terminate when all conditions of the Agreement have been met within any specified time frames, or by mutual consent of all parties to the Agreement, or when a default situation arises, unless the Lender chooses not to terminate the Agreement.

13) **Financial Management**: Borrower shall keep accounting records in conformance with generally accepted accounting principles, and make such records and all related reports, files, documents and other papers pertaining to the funds provided under this Agreement available for audits, examinations and monitoring if requested by Lender; such records will be retained for a period of three (3) years after termination of the loan period or repayment of the debt in full. The accounting system used by the Borrower shall clearly establish records of budgets and expenditures for the activities funded with the loan monies.

14) **Monitoring and Reporting:** A random audit, or audits, may be conducted by the Lender, or a designated representative of the Lender, to assure accountability of loan expenditures and examine the status of any machinery and equipment acquired with this loan funding.

The Borrower will provide to Lender, on an annual basis and for a period of five (5) years after completion of the term, a report for the Borrower's Sedgwick County, Kansas facility which lists the number of full-time equivalent employees, the total payroll as defined in item (2) of this Agreement, and a record of capital investment for the most recent report period and accumulated since the beginning of the report periods. Each report will be submitted within 60 days of the anniversary date of this Agreement.

15) **Waivers:** The Borrower hereby waives presentment, demand of payment, protest, and any and all other notices and demands whatsoever. No waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.

16) **Default:** This Agreement shall be considered in default if:

- (A) Upon any default or failure to properly perform under any clause in this Agreement (or the provisions of any security agreement(s) or mortgage documents which secure this Agreement).
 - (i) If, on the scheduled anniversary, employment levels are below the minimums specified in item (2) of this Agreement, the following repayment is required within thirty (30) days:
 - a) the outstanding principal balance will be divided by the number of remaining anniversary dates, to produce the principal amount due, plus
 - b) interest accrued since the previously scheduled anniversary date.
 - (ii) If the Borrower ceases to operate in Sedgwick County, Kansas during the term of this Agreement, the following repayment is required:
 - a) the entire outstanding principal amount is immediately due and payable, plus
 - b) any principal and interest previously forgiven as specified in item (2) above, plus
 - c) interest penalties equal to a twelve percent (12%) compounded annual rate (or if lower, the maximum rate allowed by Kansas law) calculated for a 5 year period against the highest outstanding principal amount over the term of the loan.
 - (iii) Upon audit, any loan funds shown to have been used for other than the intended purposes shall be repaid with interest to Lender by Borrower. Such unintended purposes would include, but not be limited to, the acquisition of machinery and equipment which is not used at the Sedgwick County, Kansas facility throughout the term of this loan. The amount to be repaid shall be such principal plus twenty-five percent (25%) compounding interest (or if lower, the maximum rate allowed by Kansas law) accrued from the date of the initial draw-down against this loan.
 - (iv) If the Borrower otherwise defaults in any manner on the obligations set forth in this Agreement, which default continues for 15 days after written notice of such default from Lender to Borrower, the following repayment is required:
 - a) any principal balance outstanding on the loan is due and payable; and
 - b) liquidated damages in the form of additional interest calculated at a twelve percent (12%) compounded annual rate (or if lower, the maximum rate allowed by Kansas law) against the principal balance as of the date of default for the period during which it has been outstanding.
- (B) Upon any occurrence under this Agreement or security agreements or mortgage documents by which this loan may or shall become due and payable.
- (C) At any time that the Lender determines in good faith that the prospect of any payment required by this note is impaired.

In the event of continued default following a fifteen (15) day written notice of default, the Lender may, at its option, declare all unpaid indebtedness evidenced by this Agreement and any modifications thereof, immediately due and payable, without further notice, regardless of date of maturity. The Lender's failure to exercise this option when available at any point in time shall in no way invalidate its right to exercise the option in future default situations. Should it become necessary to collect the monetary obligations of this Agreement through an attorney, the Borrower agrees to pay all costs of collecting these monies, including reasonable attorneys' fees to the extent permitted by law, whether collected by suit, foreclosure, or otherwise.

17) **Indemnification**: The Borrower shall indemnify, defend, and hold harmless the Lender and its respective officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Borrower or any party in a relationship with the Borrower which is a result of this Agreement. The liability of the Borrower under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments and damages resulting from acts occurring prior to the termination of this Agreement.

18) **Amendments**: Changes to this Agreement will not be effective or binding unless in writing and signed by both parties to the Agreement.

19) **Compliance with the Law**: The Borrower agrees to operate in Sedgwick County, Kansas in full compliance with applicable federal, state and local laws without limitation.

20) **Authorization to Contract**: Before or at the time of execution of the Agreement, the Borrower must be able to provide evidence that it is duly incorporated, in good standing in the state of its incorporation, authorized to do business in the State of Kansas, and authorized to borrow money; and evidence shall be provided that the person executing the Agreement and any supporting documents is authorized to act on behalf of the Borrower in such a transaction.

21) **Termination of Agreement**: Lender may terminate the loan, in whole or in part, if the Borrower has failed to comply with the conditions of the Agreement. The Borrower will receive written notice and the reasons for termination.

22) **Divisibility**: The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof. Further, various headings included in this Agreement exist purely as an aid to locate particular wording, and do not in and of themselves in any way affect the substance of this Agreement.

23) **Complete Document**: The parties agree this Agreement is a complete document in which all obligations have been reduced to writing, and there are no understandings, agreements, conventions or covenants not included herein.

24) **Assignment**: The parties further agree that this Agreement may not be assigned by the Borrower without prior written approval by the Lender.

25) **Binding Effect**: The provisions of this Agreement shall both bind and benefit the Borrower's successors, assigns, guarantors, endorser, and any other person or entity now or hereafter liable hereon.

26) **Notices**: Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

Borrower: Johnson Controls, L.L.C. ("Borrower")
3110 N. Mead
Wichita, Kansas 67204-9014
Contact Person/Title: Rob J. Cornett, CFO

City: Wichita City Clerk's Office
455 N. Main, 13th Floor
Wichita, KS 67202

Office of Urban Development
Attn: Allen Bell, Director
455 N. Main, 13th Floor
Wichita, KS 67202

27) **Cash Basis and Budget Laws.** The right of Lender to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that Lender shall at all times stay in conformity with such laws, and as a condition of this Agreement Lender reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

28). **Equal Opportunity and Affirmative Action.**

In carrying out this contract, Borrower shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 et seq.

A. Borrower shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Borrower shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Borrower fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Lender.

D. If Borrower is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by Lender.

E. Borrower shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

29) **Kansas Law** This agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have signed their names below.

LENDER:

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

BORROWER:

Johnson Controls, INC.

Rob Cornett, CFO

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

ORDINANCE NO. 49-112

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, AUTHORIZING, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A FORGIVABLE LOAN AGREEMENT AND PROMISSORY NOTE BY AND BETWEEN JOHNSON CONTROLS, INC. AND THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas (the “City”) is authorized by Article 12, Section 5, of the Kansas Constitution to determine, by ordinance, its local affairs and government; and,

WHEREAS, the Governing Body of the City finds and determines that it is desirable to act in cooperation with Sedgwick County and the State of Kansas in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, by taking action to approve a forgivable loan, conditioned on local job creation and retention, to assist Johnson Controls, Inc., in expanding its manufacturing operations located within the City’s corporate limits,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

Section 1. Findings and Approval of Forgivable Loan. The City’s Governing Body hereby finds that providing a forgivable loan in the amount of \$42,500, to Johnson Controls, Inc., will advance economic development in Wichita, Kansas and will serve a public purpose.

Section 2. Authorization of the Forgivable Loan Agreement and Promissory Note. The Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute and deliver the Forgivable Loan Agreement and Promissory Note presented herewith, by and between Johnson Controls, Inc., as Borrower and the City of Wichita as Lender for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor shall approve (which approval shall be evidenced by his execution thereof) and any such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of the Forgivable Loan Agreement and Promissory Note, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Wichita, Kansas and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas this 25th day of October, 2011.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

[Seal]

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
October 18, 2011**

TO: Mayor and City Council

SUBJECT: Fifth Amendment to the Agreement with Camp Dresser & McKee Inc. for Environmental Consulting and Technical Support for the North Industrial Corridor Groundwater Contamination Project (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the Fifth Amendment to agreement.

Background: A contract with Camp Dresser & McKee Inc. (CDM) to provide professional environmental consulting services for the North Industrial Corridor (NIC) project was approved by the City Council on January 7, 1997. CDM was selected through the City's competitive procurement process by a selection committee comprised of City administration; local environmental leaders in industry (McConnell Air Force Base, Learjet); a Wichita State University Geology Professor; a Technical Advisory Committee; and a Citizen Technical Review Committee. The selection committee interviewed Black & Veatch, CDM, CH2M Hill, Dames & More, and ERM. CDM was selected and contracted to provide the technical work required for meeting the settlement agreement between the City and the Kansas Department of Health & Environment (KDHE).

Supplemental amendments have been approved to meet project requirements for additional technical work per the direction of the KDHE.

The NIC project is a very large and complex groundwater pollution site with over 4,000 acres of commercial, industrial and residential properties within its boundaries. NIC was formed out of two previously known contamination sites (29th and Mead Environmental Protection Agency Superfund Site and the 13th and Washington Kansas State Listed Site) and one suspected contamination area (the northeast extension).

The major contaminants in the groundwater of the NIC site are chlorinated solvents and petroleum constituents. The groundwater pollution is a result of historical and current industries uses of the chemicals in its various processes.

Because of the need for a more concerted and coordinated effort, and based on the success of the Gilbert and Mosley Project, the City, by written agreement with the KDHE and 28 area businesses known as NIC Participants, took over the management of the NIC Site.

To date, the City has accomplished two major milestones in the project's path to cleanup. On April 26, 2007, KDHE approved the Site-Wide Remediation Investigation Report and Addendum Report as well as the Base Line Risk Assessment; and on August 12, 2011, KDHE approved the NIC Site-Wide Groundwater Feasibility Study which identifies site-wide groundwater remediation strategies for the NIC Site.

The City now enters into a period of "time critical" tasks; some are required by KDHE for immediate implementation and others fall under the NIC Participant Agreement which outlines a specific time line for negotiations for payment of allocated cleanup costs as proposed in the NIC feasibility study. CDM is

the firm that provides a national practice leader and expert on this contamination cleanup, maintains all of the data, source identifications, and tasks required by KDHE on the NIC Project. In order to complete and meet the expectations of KDHE, and the time frame of negotiations with the NIC Participants, a contract amendment with CDM is necessary.

Analysis: The City is actively working toward implementing remediation of the groundwater contamination in the NIC Site. The original contract was for a site-wide groundwater investigation work plan, database, field investigation, remediation investigation, and feasibility study (January 7, 1997). The contract has been supplemented with four amendments during the initial remediation investigation and feasibility study stage to move the project forward and meet the requirements of the KDHE. Currently, the total cleanup costs are estimated to range from \$45 million to \$62 million. Public Works & Utilities and Law Department staff will work together to provide periodic reviews of the cleanup cost recovery process. Decisions for settlements with responsible parties will be made based upon cost benefit analysis of each case in order to hold down the costs of any future litigation.

The purpose of this supplemental agreement is to continue CDM's professional environmental consulting services through the next stage of the NIC Project. This includes applying the technical expertise of CDM to assist the City with the informal negotiation phase of the settlement discussions, provide technical support for the neutral allocator, and provide environmental expertise for the additional KDHE requirements. The project is extremely complex, with a multitude of separate investigation elements occurring simultaneously (settlement discussions, regulatory requirements, and collects the data necessary for the remedial design effort).

Some of the required activities are time sensitive as negotiations for the allocation of clean-up costs to the NIC Participants and other responsible parties are vital to the City's success in financially managing the remediation strategies proposed in the feasibility study.

This supplemental amendment will be in effect through the initial phase of the potential litigation efforts and includes the tasks summarized in the following table. One component of this amended scope of work is the assistance with the settlement discussions. CDM maintains the source identification work that has been completed and will be assisting the City with informal and formal negotiations.

CONTRACT AMENDMENT NO. 5 TASKS

Task No.	Description	Requested Contract Amendment No. 5 Budget
7	FS Report	\$65,000
24	Client Support	\$200,000
30	PRP Negotiation Support	\$180,000
32	Allocation Report/Support	\$120,000
30a	PRP Negotiation Neutral Allocator Support	\$43,000
30b	PRP Negotiation Litigation Support	\$365,000
33	Site-wide Vapor Intrusion Assessment	\$242,500
	Total Amendment 5	\$1,217,500
	Contract Upper Limit after Amendment 5	\$5,784,861.72

A number of project elements have not been incorporated in the CDM work. Orphan source area cleanup work, additional data collection along with the site-wide remedial design will be procured through the City's competitive procurement process. The current tasks in the Amendment No. 5 are time critical for the NIC Project to move forward and meet regulatory requirements.

Financial Considerations: Based upon the specific tasks to be performed under the scope of services, with the time frame and resultant personnel hours anticipated for the projects, the not-to-exceed cost for this supplemental amendment is \$1,215,500 for environmental consulting and technical expertise. Of that

total, the project is broken down as follows between the new scope of services components and previously contracted amount:

NIC Project

Amendment 5 Tasks	
Existing	\$ 265,000
PRP Allocation	\$ 708,000
Site-wide Vapor	\$ 242,500
Previous Contract	<u>\$4,567,362</u>
Total Contract Upper Limit	\$5,782,862

The above costs are typical for a large environmental cleanup project. The percentage of environmental consulting services costs (\$5,782,862) versus the estimated total cleanup costs (\$62 million) is 9%.

Costs for this amendment will be covered by the NIC remediation funding (Environmental Tax Increment Funding No. 2 and settlements from responsible parties) which currently has adequate budget to cover the entire contract amendment. CDM was selected through the City's competitive selection process and is currently under contract with an actual cost basis (salary cost, expenses, overhead, profit, subcontracting, and all other costs required) in accordance with the original contract.

The CDM contract history is summarized below:

Contract	Amount	Description of Scope of Work	Date
Agreement	\$449,065	Site-wide Work Plan, Database, Phase 1 sampling, Technical Memo, Remedial Investigation, Feasibility Study, Baseline Risk Assessment	1/7/1997
Amendment #1	\$950,935	Phase 2 Technical Memo, Additional Meetings, Data packs on PRP and participants, sample Old Refineries, install and sample more wells	9/28/1999
Amendment #2	\$619,362	Review more data, additional sampling as required by Kansas Department of Health & Environment, install more wells, do full suite of contaminates, additional water level rounds, repair old WND wells, additional source info, conduct additional PRP work	7/17/2001
Amendment #3	\$1,223,000	Incorporate more data, respond to Kansas Department of Health & Environment comments, provide more copies of Reports, More PRP investigation, Client support, allocation planning and presentation	8/13/2002
Amendment #4	\$1,325,000	Complete more source ID work, complete the FS, Groundwater Modeling; Task for Orphan Comprehensive Investigation and Corrective Action Study at up to 3 sites	10/3/2006

Goal Impact: This project addresses the Efficient Infrastructures goal by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the amendment to the contract and authorize the necessary signatures.

Attachment: Fifth Amendment to agreement.

FIFTH AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF WICHITA, KANSAS
AND
CAMP DRESSER & McKEE INC.
FOR
NORTH INDUSTRIAL CORRIDOR SITE PROJECT

THIS AMENDMENT entered into this date. _____ by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called "**CITY**", and Camp Dresser & McKee, Inc., hereinafter called "**CONSULTANT**".

WITNESSETH THAT:

WHEREAS, on the 7th of January, 1997, the above-named parties entered into a contract for Professional Services, as modified by an "issue clarification" dated November 18, 1997, as modified by Change Order dated August 25, 1998, as modified on September 28, 1999, in a document titled First Amendment to Agreement between the City of Wichita and Camp Dresser & McKee Inc., as modified by the Second Amendment (July 17, 2001), and as modified by the Third Amendment (August 13, 2002; and as modified by the Fourth Amendment (October 3, 2006).

WHEREAS, the Agreement for Professional Services provided that Remedial Investigation and Feasibility Study (RI/FS) services will be provided by CONSULTANT to the City, subject to negotiations for compensation and scope of services for the North Industrial corridor (NIC) Site Project; and

Whereas, the scope of work required by the City has expanded beyond that set forth in the January 7, 1997 Agreement and subsequent amendments;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 7th day of January, 1997, as thereafter modified and amended, are hereby reaffirmed and re-executed for and on behalf of these parties except a specifically modified by the following amendments:

1. The CONSULTANT shall furnish the Additional Professional Services as set out in Exhibit A, which is attached hereto and incorporated herein by reference, as necessary and when directed in writing by the City:

2. The CONSULTANT will conduct these Additional Professional Services for an estimated additional fee not-to-exceed \$1,215,500.00, in accordance with Paragraph IV.A (2nd), which not-to-exceed sum is amended to add the additional sums in this Fifth Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Carl Brewer, Mayor

APPROVED AS TO FORM:

CAMP DRESSER & MCKEE, INC.

Gary E. Rebenstorf
Director of Law

Bruce R. Barnes
Signature

Bruce R. Barnes, P.E.

Vice President
Title *(President or Corporate Officer)*

EXHIBIT A
CONTRACT AMENDMENT No. 5

SCOPE OF SERVICES
NORTH INDUSTRIAL CORRIDOR SITE PROJECT

The scope of services described herein are a continuation of environmental consulting and engineering services required to continue subsequent phases of the North Industrial Corridor (NIC) Project. Tasks descriptions within this scope of services are based upon tasks identified in Contract Amendments 1, 2, 3, 4, and tasks as outlined below. The scope of services will be provided according to the task description of each scope item.

Scope of Services:

Completed or Not Exercised Tasks:

1. Tasks 1 through 6, 8 through 23, 25 through 29, and 31 have been completed or were not exercised.

Tasks:

1. Under **Task 7, Feasibility Study (FS) Report**, the CONSULTANT worked to complete the Site-wide Groundwater Feasibility Study (FS) Report with six Site Groundwater Units. The CONSULTANT also evaluated and incorporated comments by the NIC Participants and by the Kansas Department of Health and Environment (KDHE). The CONSULTANT has provided five hard copies and five electronic copies of the final FS report to the CITY; however, addressing multiple rounds of CITY, NIC Participant, and KDHE comments caused the duration and scope of **Task 7** to increase and exceed planned costs. The CONSULTANT requests additional funds (as shown in Attachment 1 of Exhibit A) to cover costs incurred to date in addressing comments and additional KDHE requirements during the FS process as well as to finalize the FS report.
2. Under **Task 24, Client/CITY Support**, the CONSULTANT will continue to provide support to the CITY up to the limit of the task budget. Support includes preparation of progress reports to the CITY and the KDHE on behalf of the CITY; CONSULTANT attendance at progress status meetings in Wichita with the CITY, NIC Participants, and/or the KDHE with up to three CDM representatives present at each meeting; CONSULTANT attendance and presentation at public meetings on behalf of the CITY; and preparation of visual aids for the various meetings. The CONSULTANT requests additional funds (as shown in Attachment 1 to Exhibit A) to provide ongoing support during completion of the remaining ongoing tasks:
3. **Task 30 - PRP Negotiation Support.** Under **Task 30**, the CONSULTANT will continue to work with the CITY during the process of Potentially Responsible Party (PRP) and NIC Participant negotiations regarding the formation of allocation and settlement issues. The CONSULTANT will also provide technical assistance during the negotiations as directed by the CITY and in accordance with the contract authority budget. The

CONSULTANT requests additional funds (as shown in Attachment 1 to Exhibit A) to complete this task.

4. **Task 30a – Support During Neutral Allocator Efforts.** According to the NIC Participation Agreement, in the event that an allocation cannot be agreed upon through informal negotiation (see Task 30 above), then an allocation shall be made by a neutral allocator. During optional Task 30a, the CONSULTANT will support the CITY in working with the Neutral Allocator including presentations to and meetings with the Neutral Allocator. The CONSULTANT will also review the Allocation Report prepared by the Neutral Allocator and support the CITY in all requested activities. The CONSULTANT will not perform the proposed work unless specifically authorized and directed by the CITY. The CONSULTANT requests funds to conduct these activities as shown in Attachment 1 to Exhibit A.
5. **Task 30b – Litigation Support.** According to the NIC Participation Agreement, the CITY reserves all legal and equitable rights of recovery it may have against non-settling private participants. During this optional Task 30b, the CONSULTANT will provide support to the CITY in any of its efforts to recover costs from non-settling participants and other PRPs. The CONSULTANT will not perform the proposed work unless specifically authorized and directed by the CITY. The CONSULTANT requests funds to conduct these activities as shown in Attachment 1 to Exhibit A.
6. **Task 32 – Allocation Report and Support.** Under Task 32, the CONSULTANT has worked with the CITY to develop an allocation methodology and report. The Task 32 scope is based upon the CONSULTANT's anticipation of the following:
 - CONSULTANT will use the results of Tasks 7 and the groundwater modeling (closed Task 31) to assist in the development of an Allocation Report.
 - CONSULTANT will meet with the CITY and/or NIC Participants to identify project goals, allocation methods, and/or Task progress.
 - CONSULTANT will provide one hard copy and two electronic copies of the draft Allocation Report to the CITY. This report will be transmitted to the CITY as an "Attorney Client Privileged" work product.
 - CONSULTANT will provide five hard copies and five electronic copies of the final Allocation Report to the CITY. This report will be transmitted to the CITY as an "Attorney Client Privileged" work product.
 - CONSULTANT will provide support as requested by the CITY.

Under Contract Amendment No. 5, the CONSULTANT will continue to provide support for Task 32 as described above. The CONSULTANT requests additional funds (as shown in Attachment 1 to Exhibit A) to complete this task.

7. **Task 33 – Site-wide Vapor Intrusion Assessment.** Under Task 33, a site-wide vapor intrusion assessment will be conducted to collect information on shallow soil-gas vapors which could potentially impact residences situated above areas with concentrations of groundwater contaminants of concern exceeding KDHE Tier 2 action limits. Groundwater samples may also be collected from select locations to confirm groundwater concentrations and to provide for estimating attenuation of contaminants between the groundwater-vapor media. Indoor air samples will also be collected at selected locations if soil-gas concentrations indicate that a potential hazard may be present in select areas. This task includes preparation of a vapor intrusion assessment work plan for approval by the KDHE, field activities with collection of soil gas and/or groundwater samples at up to 160 locations and indoor air sampling at up to 40 locations, and preparation of a report summarizing the activities and results. The CONSULTANT requests funds as shown in Attachment 1 to Exhibit A to conduct these activities; however, the scope for this task has not been finalized or approved by the KDHE at this time and may be subject to additional regulatory requirements. The CONSULTANT will not perform the proposed work unless requested by the CITY, at which time the CONSULTANT will prepare a scope of work and budget estimate based upon work requested.

**ATTACHMENT 1 TO EXHIBIT A
CONTRACT AMENDMENT NO. 5
NORTH INDUSTRIAL CORRIDOR**

Task No.	Description	Requested Contract Amendment No. 5 Budget
Existing/Ongoing Tasks		
7	FS Report	\$ 65,000.00
24	Client Support	\$ 200,000.00
30	PRP Negotiation Support	\$ 180,000.00
30a	Optional PRP Negotiation Neutral Allocator Support	\$ 43,000.00
30b	Optional PRP Negotiation Litigation Support	\$ 365,000.00
32	Allocation Report/Support	\$ 120,000.00
33b	Optional Site-wide Vapor Intrusion Assessment	\$ 242,500.00
	TOTAL	\$ 1,215,500.00
	Contract Upper Limit after Amendment 5	\$ 5,782,861.72

City of Wichita
City Council Meeting
October 18, 2011

To: Mayor and City Council

Subject: DER2011-00005 Amendment to the *Wichita-Sedgwick County Unified Zoning Code* parking standards. (All Districts)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Non-Consent)

MAPC Recommendation: Approve (13-0).

MAPD Staff Recommendation: Approve.

Background: In response to discussions with the development community and staff, amendments to the *Wichita-Sedgwick County Unified Zoning Code* (UZC) parking standards are proposed. The purpose of the amendments are: to make the UZC parking schedule a more comprehensive tool for the development community, to bring the UZC parking standards in line with national standards; and to make it easier to redevelop small infill sites.

The existing UZC parking table currently lists only 59 uses, while the land use matrix recognizes 120 land uses. The proposed amendments expand the number of uses listed in the parking table to include all land use types contained in the use type matrix, and include a recommended number of spaces required for each use. Staff compared the current parking standards against those in the 2006 National Parking Association's (NPA) *Recommended Zoning Ordinance Provisions* for parking. In most cases the local standards are similar or require less off-street parking than those recommended by the NPA study. The proposed amendments bring all of the parking standards more in line with the NPA recommendations with several parking requirement reductions.

The proposed parking table amendment will allow some uses to submit a parking study in lieu of a published standard. Because the uses proposed for a parking study can be of such a scale and have unusual impacts, operating characteristics or location requirements, off-street parking requirements can be best established by a study. The amendments propose no off-street parking requirement for a few uses, such as "utility minor" or "construction burn site limited." Uses for which there is not a published standard are considered to be small enough in scale or limited duration as to not warrant the cost of building permanent parking.

An additional proposal is to amend the "location" section of shared parking standards to allow staff, by administrative adjustment, to increase the current 600-foot distance from which remote off-site parking can be provided. A final proposed amendment to this section would allow remote parking to be separated from its building or use by an arterial street, expressway or freeway. Today, remote parking must be located within 600 feet of the use it serves and cannot be separated by the three previously mentioned roadways.

The Wichita Area Builders Association and the Wichita Area Association of Realtors were asked to review the proposed amendments, and they both have indicated their support.

Analysis: At the MAPC public hearing held on August 18, 2011, the MAPC voted (13-0) to recommend adoption of these changes to the Unified Zoning Code. No citizens spoke on this item.

Financial Considerations: Approval of the proposed amendments does not create any financial considerations for the City of Wichita.

Goal Impact: The proposed amendments promote Economic Vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Approve the amendments to the Wichita-Sedgwick County Unified Zoning Code as recommended by the Metropolitan Area Planning Commission, adopt the ordinance and place the ordinance on first reading (simple majority vote); 2. Deny the amendments (two-thirds majority vote) or 3. Return the amendment to the MAPC for reconsideration (simple majority vote).

Attachments: Delineated and un-delineated ordinance, MAPC Minutes of August 18, 2011.

ORDINANCE NO. 49-109

AN ORDINANCE AMENDING THE SECTIONS LISTED BELOW OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (JULY 9, 2009 EDITION), AS ADOPTED BY REFERENCE IN THE CITY OF WICHITA CODE SEC. 28.04.010 BY ORDINANCE NO. 48-451, IN SECTION IV-A.4, AND SECTION V-I.2.p, PERTAINING TO PARKING REQUIREMENTS AND ADMINISTRATIVE ADJUSTMENTS FOR REMOTE PARKING STANDARDS.

WHEREAS, under the authority of K.S.A. 12-741, et seq., the City of Wichita desires to adopt amendments to the Wichita-Sedgwick County Unified Zoning Code to amend parking requirements; and

WHEREAS, by K.S.A. 12-770, the City of Wichita may adopt reasonable regulations for parking requirements; and

WHEREAS, the governing body of the City of Wichita finds and determines that the regulations set forth in this ordinance are reasonable regulations for parking requirements;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. Section IV-A.4 of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

LAND USE	NUMBER OF SPACES REQUIRED
RESIDENTIAL	
Accessory Apartment	One per accessory apartment
Assisted Living	.35 per unit
Boarding House	One per housekeeping unit plus one per each boarder/lodger
Dormitory	One per two occupants based on maximum design capacity
Duplex	One per Dwelling Unit
Fraternity or Sorority	One per resident and house parent, plus 1 guest space per four residents; 1 per 250 sq. ft. if not used for residential purposes
Group Home	One per Dwelling Unit
Group Residence, Limited or General	One per bedroom
Manufactured Home	1 per Dwelling Unit
Manufactured Home Park	1 per Dwelling Unit
Manufactured Home Subdivision	1 per Dwelling Unit
Multi-family	1.25 per efficiency and one-bedroom Dwelling Unit; 1.75 per two bedroom or larger Dwelling Unit

Single-family	One per Dwelling Unit
PUBLIC AND CIVIC	
Auditorium, Athletic field or stadium, outdoor	.33 per seat
Auditorium, Athletic field or stadium, indoor	.33 per seat
Cemetery	Parking study
Church, Place of Worship or Theatre (live performance)	One per four seats based on room or space with maximum seating capacity
Community Assembly, concentrated (e.g. auction rooms, auditoriums, lodge rooms, reviewing stands, etc. which typically do not have fixed seats, but if chairs are provided they are not accompanied by a table)	One per 21 sq. ft. used for community assembly
Community Assembly, less concentrated-assembly areas that may have fixed seats and tables (e.g. bingo parlors, conference rooms, exhibit rooms, stages, etc.)	One per 45 square feet used for community assembly
Correctional Facility	One per employee in the largest working shift, plus one per each resident who is permitted to drive
Correctional Placement Residence, Limited or General	One per employee in the largest working shift, plus one per each resident who is permitted to drive
Day Care Center, Limited, General	One per teacher/employee, plus one per vehicle used in center, plus one per ten children based on enrollment above 12
Day Reporting Center	One per 333 square feet
Golf Course	Four per hole, plus one per practice tee, plus one per 400 square feet of pro shop concession area
Government Service	One per 333 square feet
Hospital and Convalescent Care Facilities	One per five beds, plus one per employee in the largest working shift
Library	One per 400 square feet
Neighborhood Swimming Pool	One per 110 square feet of pool area, plus one per 100 square feet of clubhouse area excluding restrooms and dressing rooms
Nursing Facility	One per five beds plus one per employee
Parks and Recreation	Parking study
Recycling Collection Station, Private, Public	None required so long as collection boxes do not take up required parking spaces; if required spaces are occupied by collection boxes then additional spaces equal to the minimum required shall be provided
Recycling Processing Center	One per employee for commercial use; one per 1,000 square feet for public dropoff
Reverse Vending Machine	.5 per machine
School, Elementary	One per teacher /employee, plus five visitor spaces
School, Middle	One per teacher/employee, plus ten visitor spaces
School, High	One per teacher/employee, plus one per five students
Safety Service	One per employee per largest shift
University or College	One per employee, plus one per three students

Utility, Major	One per employee
Utility, Minor	None required
COMMERCIAL	
Airport or Airstrip	Parking study
Animal Care, Limited	One per 333 square feet
Animal Care, General	One per 333 square feet
Automated Teller Machine	If located on a site with another office or commercial use 0 additional spaces are required; if the ATM is a stand-alone use then one per ATM is required; queuing is required per Sec. IV-A.11
Bank or Financial Institution	One per 333 square feet
Bed and Breakfast Inn	Same as Hotel / Motel
Billiard center or pool hall	One per 125 square feet of customer area
Bowling center	Four per lane
Broadcast/Recording Studio	One per 333 square feet
Car Wash (with dryer)	Queuing requirements only
Car Wash (without dryer)	Two per stall
Construction Sales and Service	One per 500 square feet for sales area plus warehouse parking standard
Convenience Store	One per 333 square feet
Dance Hall	One per 45 square feet
Farmers Market in the City	One per 333 square feet of exhibition and sales area
Flea market	One per 333 square feet exhibition and sales area
Funeral Home	One per three seats
Go-cart / skateboard track	One per 800 square feet of track area
Golf, miniature	One per hole
Golf driving range or batting cage	One per tee or cage
Health club / fitness center	One per 150 square feet
Heliport	Parking study
Hotel or Motel	One per guest room, plus one per 250 square feet used for retail purposes, professional and service facilities, offices, meeting rooms, recreational spaces (space designated for storage closet or utility need not be included in computation); one per five occupants required for tavern and drinking establishment, club or restaurant that is contained within a hotel / motel
Kennel, Hobby	One per outside employee
Kennel, Boarding, Breeding or Training	Parking study required
Marine Facility, Recreational	Parking study required
Medical Service	One per 333 square feet
Microbrewery	One per 500 square feet
Monument Sales	One per 333 square feet
Museum/gallery	One per 333 square feet
Nightclub in the City	One per two occupants
Nightclub in the County	One per two occupants
Nursery and Garden Center	One per 333 square feet of office/sales area plus one per 2,500 square feet of plant display area
Office, General	One per 333 square feet

Pawnshop	One per 333 square feet
Personal Care Service	One per 333 square feet
Personal Improvement Service	One per 333 square feet
Post Office Substation	One per 333 square feet of office area plus warehouse standard
Printing and Copying, Limited or General	One per 333 square feet
Recreation and Entertainment, Indoor	Parking study
Recreation and Entertainment, Outdoor	Parking study
Recreational Vehicle Campground	One per camping space
Restaurant	One per three seats
Retail, General, (except "large item," below)	One per 333 square feet for the first 400,000 square feet, plus one per 250 square feet for Building Floor Area between 400,001 and 600,000 square feet, plus one per 225 square feet for Building Floor Area over 600,000 square feet
Retail, General, large item (e.g. furniture, appliances, carpet, and machinery)	One per 500 square feet
Riding Academy or Stable	Parking study
Rodeo in the City	Parking study
Secondhand Store	One per 333 square feet
Service Station	One per 333 square feet of sales area
Sexually Oriented Business in the City	Retail, nightclub or theater standard depending on underlying use
Sexually Oriented Business in the County	Retail, nightclub or theater standard depending on underlying use
Skating rink	One per 333 square feet rink, plus one per 75 square feet of observation deck area
Swimming pool, public	One per 70 square feet of pool area, plus one per 100 square feet of associated building assembly area, plus one per three spectators
Tattooing and Body Piercing Facility in the City	One per 333 square feet
Tattooing and Body Piercing Facility in the County	One per 333 square feet
Tavern and Drinking Establishment	One per two occupants, except no additional parking for initial 16 occupants in outdoor seating area
Tennis / racquetball courts	Three per court
Theater, indoor	One per three seats
Vehicle and Equipment Sales, Outdoor	One per 500 square feet of building floor area, plus two spaces for the first 10,000 square feet of lot area used for sales or storage purposes, plus one space for each 10,000 square feet of lot area used for sales, display or storage purposes thereafter (Parking Spaces required per the Lot Area calculation shall be located near the entrance of the business and shall be signed for "Customer Parking Only")
Vehicle Repair, General	One per 500 square feet, plus three spaces
Vehicle Repair, Limited	One per 333 square feet, plus three spaces
Vocational School	One per teacher/employee, plus one per three students

Warehouse, Self-Service Storage	One per employee plus one per 8,000 square feet of floor area but in no case shall there be less than five spaces
Wireless Communication Facility	None required
INDUSTRIAL, MANUFACTURING AND EXTRACTIVE	
Asphalt or Concrete Plant, Limited	One per employee parking on-site
Asphalt or Concrete Plant, General	One per employee plus office standard
Basic Industry	One per employee plus office or warehouse standard
Construction Burn Site, Limited	None required
Construction Burn Site, General	One per employee
Freight Terminal	One per 333 square feet of office use plus warehouse standard
Gas and/or Fuel Storage and Sales	One per employee plus office use
Hazardous Operations	Parking study
Landfill	One per employee plus office use
Manufacturing, limited or general	One per 500 square feet
Mining or Quarrying	One per employee plus office use
Oil and Gas Drilling	None required
Research Services	One per 333 square feet
Rock Crushing	One per employee
Solid Waste Incinerator	One per employee plus office use
Storage, Outdoor, as a Principal Use	One per 10,000 square feet
Transfer Station	One per employee plus office use
Vehicle Storage Yard	One per 10,000 square feet
Warehousing	One per 2,000 square feet of the first 20,000 square feet of building floor area, plus one per 5,000 square feet of building floor area over 20,000 square feet
Welding or Machine Shop	One per 500 square feet
Wholesale or Business Services	One per 2,500 square feet of warehouse storage
Wrecking/Salvage Yard	One per 333 square feet of office or retail sales area, plus 1 per 2,000 square feet of building floor area used for warehousing of salvaged parts; plus one per 43,500 square feet of outdoor storage area
AGRICULTURAL	
Agriculture	None required
Agricultural Processing	Parking study
Agricultural Research	Parking study
Agricultural Sales and Service	One per 500 square feet, plus two spaces per 10,000 square feet of vehicle and equipment sales area
Grain Storage	Parking study

1. Unless noted otherwise, "square feet" means "gross floor area" or "gross leasable area," whichever is determined by OCI to be the appropriate category on which to make the calculation.
2. Parking study indicates that the applicant may submit a parking demand analysis that substantiates the number of spaces proposed by the applicant. If an analysis is not submitted, staff will select a use that is most similar to the proposed use and use that parking standard.

SECTION 2. Section V-I.2.p of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to read as follows:

p. permit remote off-site parking to be located more than 600 feet from the supported Use; and permit such parking to be separated by an arterial street, expressway, or freeway from the supported Use.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon its adoption and publication once in the official City newspaper.

PASSED AND ADOPTED by the governing body at Wichita, Kansas,
This 25th day of October, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublet, City Clerk

Gary E. Rebenstorf, City Attorney

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SECTIONS LISTED BELOW OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (JULY 9, 2009 EDITION), AS ADOPTED BY REFERENCE IN THE CITY OF WICHITA CODE SEC. 28.04.010 BY ORDINANCE NO. 48-451, IN SECTION IV-A.4, AND SECTION V-I.2.p, PERTAINING TO PARKING REQUIREMENTS AND ADMINISTRATIVE ADJUSTMENTS FOR REMOTE PARKING STANDARDS.

WHEREAS, under the authority of K.S.A. 12-741, et seq., the City of Wichita desires to adopt amendments to the Wichita-Sedgwick County Unified Zoning Code to amend parking requirements; and

WHEREAS, by K.S.A. 12-770, the City of Wichita may adopt reasonable regulations for parking requirements; and

WHEREAS, the governing body of the City of Wichita finds and determines that the regulations set forth in this ordinance are reasonable regulations for parking requirements;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. Section IV-A.4 of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

LAND USE	NUMBER OF SPACES REQUIRED
RESIDENTIAL	
<u>Accessory Apartment</u>	<u>One per accessory apartment</u>
Assisted Living	<u>0.75 .35</u> per unit
Boarding House	One per housekeeping unit plus one per each boarder/lodger
Dormitory	One per two occupants based on maximum design capacity
Duplex	One per Dwelling Unit
Fraternity or Sorority	One per resident and house parent, plus 1 guest space per four residents; 1 per 250 sq. ft. if not used for residential purposes
Group Home	One per Dwelling Unit
<u>Group Residence, Limited or General</u>	<u>One per bedroom</u>
Manufactured Home	<u>2.5 1</u> per Dwelling Unit
<u>Manufactured Home Park</u>	<u>1 per Dwelling Unit</u>
<u>Manufactured Home Subdivision</u>	<u>1 per Dwelling Unit</u>
Multi-family	1.25 per efficiency and one-bedroom Dwelling Unit; 1.75 per two bedroom or larger Dwelling Unit
Single-family	One per Dwelling Unit
PUBLIC AND CIVIC	

<u>Auditorium, Athletic field or stadium, outdoor</u>	One per three spectator seats, plus one per 1,000 square feet of field area, plus one per 250 square feet of office area .33 per seat
<u>Auditorium, Athletic/sports field or stadium, indoor</u>	One per three spectator seats, plus one per 1,000 square feet of field area, plus one per 250 square feet of office area.33 per seat
<u>Cemetery</u>	<u>Parking study</u>
<u>Church, Place of Worship or Theatre (live performance)</u>	One per four seats based on room or space with maximum seating capacity
Public assembly, Community Assembly, concentrated (e.g. auction rooms, auditoriums, lodge rooms, reviewing stands, etc. which typically do not have fixed seats, but if chairs are provided they are not accompanied by a table)	One per 21 sq. ft. used for <u>community public</u> assembly
Public assembly, Community Assembly, less concentrated-assembly areas that may have fixed seats and tables (e.g. bingo parlors, conference rooms, exhibit rooms, stages, etc.)	One per 45 square feet used for <u>community public</u> assembly
Correctional Facility and Correctional Placement Residence	One per employee in the largest working shift, plus one per each resident who is permitted to drive
<u>Correctional Placement Residence, Limited or General</u>	One per employee in the largest working shift, plus one per each resident who is permitted to drive
Day Care Center, Limited, General	One per teacher/employee, plus one per vehicle used in center, plus one per ten children based on enrollment above 12
<u>Day Reporting Center</u>	<u>One per 333 square feet</u>
Golf Course	Four per hole, plus one per practice tee, plus one per 400 square feet of pro shop concession area
<u>Government Service</u>	<u>One per 333 square feet</u>
Hospital and Convalescent Care Facilities	One per five beds, plus one per employee in the largest working shift
<u>Library</u>	<u>One per 400 square feet</u>
Swimming pool, private / Neighborhood Swimming Pool	One per 110 square feet of pool area, plus one per 100 square feet of clubhouse area excluding restrooms and dressing rooms
<u>Nursing Facility</u>	<u>One per five beds plus one per employee</u>
<u>Parks and Recreation</u>	<u>Parking study</u>
<u>Recycling Collection Station, Private, Public</u>	<u>None required so long as collection boxes do not take up required parking spaces; if required spaces are occupied by collection boxes then additional spaces equal to the minimum required shall be provided</u>
<u>Recycling Processing Center</u>	<u>One per employee for commercial use; one per 1,000 square feet for public dropoff</u>
<u>Reverse Vending Machine</u>	<u>.5 per machine</u>
School, Elementary	One per teacher /employee, plus five visitor spaces
School, Middle	One per teacher/employee, plus ten visitor spaces
School, High	One per teacher/employee, plus one per five students

<u>Safety Service</u>	<u>One per employee per largest shift</u>
<u>University or College</u>	<u>One per employee, plus one per three students</u>
<u>Utility, Major</u>	<u>One per employee</u>
<u>Utility, Minor</u>	<u>None required</u>
COMMERCIAL	
<u>Airport or Airstrip</u>	<u>Parking study</u>
Animal Care, Limited	One per 250 <u>333</u> square feet
Animal Care, General	One per 250 <u>333</u> square feet
<u>Automated Teller Machine</u>	<u>If located on a site with another office or commercial use 0 additional spaces are required; if the ATM is a stand-alone use then one per ATM is required; queuing is required per Sec. IV-A.11</u>
<u>Bank or Financial Institution</u>	<u>One per 333 square feet</u>
Bed and Breakfast Inn	Same as Hotel / Motel
Billiard center or pool hall	One per 125 square feet of customer area
Bowling center	Four per lane
<u>Broadcast/Recording Studio</u>	<u>One per 333 square feet</u>
<u>Car Wash (with dryer)</u>	<u>Queuing requirements only</u>
<u>Car Wash (without dryer)</u>	<u>Two per stall</u>
<u>Construction Sales and Service</u>	<u>One per 500 square feet for sales area plus warehouse parking standard</u>
<u>Convenience Store</u>	<u>One per 333 square feet</u>
Dance Hall	One per 45 square feet
<u>Farmers Market in the eCity</u>	<u>One per 333 square feet of exhibition and sales area</u>
Flea market	One per 250 <u>333</u> square feet exhibition and sales area
Funeral Home	One per three seats
Go-cart / skateboard track	One per 800 square feet of track area
Golf, miniature	One per hole
Golf driving range or batting cage	One per tee or cage
Health club / fitness center	One per 90 <u>150</u> square feet
<u>Heliport</u>	<u>Parking study</u>
Hotel or Motel	One per guest room, plus one per 250 square feet used for retail purposes, professional and service facilities, offices, meeting rooms, recreational spaces (space designated for storage closet or utility need not be included in computation); one per five occupants required for tavern and drinking establishment, club or restaurant that is contained within a hotel / motel
<u>Kennel, Hobby</u>	<u>One per outside employee</u>
<u>Kennel, Boarding, Breeding or Training</u>	<u>Parking study required</u>
<u>Marine Facility, Recreational</u>	<u>Parking study required</u>
Medical Service	One per 250 <u>333</u> square feet
<u>Microbrewery</u>	<u>One per 500 square feet</u>
Monument Sales	One per 250 <u>333</u> square feet
Museum/gallery	One per 300 <u>333</u> square feet
Nightclub in the City	One per two occupants
Nightclub in the County	One per two occupants

<u>Nursery and Garden Center</u>	One per 333 square feet of office/sales area plus one per 2,500 square feet of plant display area
Office, General	One per 250 333 square feet for the first 30,000 square feet of Building Floor Area, plus one per 300 square feet for the amount of Building Floor Area over 30,000 square feet
<u>Pawnshop</u>	One per 333 square feet
<u>Personal Care Service</u>	One per 333 square feet
<u>Personal Improvement Service</u>	One per 333 square feet
<u>Post Office Substation</u>	One per 333 square feet of office area plus warehouse standard
<u>Printing and Copying, Limited or General</u>	One per 333 square feet
<u>Recreation and Entertainment, Indoor</u>	<u>Parking study</u>
<u>Recreation and Entertainment, Outdoor</u>	<u>Parking study</u>
<u>Recreational Vehicle Campground</u>	One per camping space
<u>Restaurant</u>	One per three occupants seats
Retail, General, (except "large item," below)	One per 250 333 square feet for the first 400,000 square feet, plus one per 225 250 square feet for Building Floor Area between 400,001 and 600,000 square feet, plus one per 200 225 square feet for Building Floor Area over 600,000 square feet
Retail, General, large item (e.g. furniture, appliances, carpet, and machinery)	One per 333 500 square feet
<u>Riding Academy or Stable</u>	<u>Parking study</u>
<u>Rodeo in the City</u>	<u>Parking study</u>
<u>Secondhand Store</u>	One per 333 square feet
<u>Service Station</u>	One per 333 square feet of sales area
<u>Sexually Oriented Business in the City</u>	<u>Retail, nightclub or theater standard depending on underlying use</u>
<u>Sexually Oriented Business in the County</u>	<u>Retail, nightclub or theater standard depending on underlying use</u>
Skating rink	One per 250 333 square feet rink, plus one per 75 square feet of observation deck area
Swimming pool, public	One per 70 square feet of pool area, plus one per 100 square feet of associated building assembly area, plus one per three spectators
<u>Tattooing and Body Piercing Facility in the City</u>	One per 333 square feet
<u>Tattooing and Body Piercing Facility in the County</u>	One per 333 square feet
Tavern and Drinking Establishment	One per two occupants, except no additional parking for initial 16 occupants in outdoor seating area
Tennis / racquetball courts	Three per court
Theater, indoor	One per three seats
Vehicle and Equipment Sales, Outdoor	One per 500 square feet of building floor area, plus two spaces for the first 10,000 square feet of lot area used for sales or storage purposes, plus one space for each 10,000 square feet of lot area used for sales, display or storage purposes thereafter (Parking Spaces required per the Lot Area calculation shall be located near the entrance of the

	business and shall be signed for “Customer Parking Only”)
Vehicle Repair, General	One per 500 square feet, plus three spaces
Vehicle Repair, Limited	One per 333 square feet, plus three spaces
Vocational School	One per teacher/employee, plus one per three students
<u>Warehouse, Self-Service Storage</u>	<u>One per employee plus one per 8,000 square feet of floor area but in no case shall there be less than five spaces</u>
<u>Wireless Communication Facility</u>	<u>None required</u>
INDUSTRIAL, MANUFACTURING AND EXTRACTIVE	
<u>Asphalt or Concrete Plant, Limited</u>	<u>One per employee parking on-site</u>
<u>Asphalt or Concrete Plant, General</u>	<u>One per employee plus office standard</u>
<u>Basic Industry</u>	<u>One per employee plus office or warehouse standard</u>
<u>Construction Burn Site, Limited</u>	<u>None required</u>
<u>Construction Burn Site, General</u>	<u>One per employee</u>
<u>Freight Terminal</u>	<u>One per 333 square feet of office use plus warehouse standard</u>
<u>Gas and/or Fuel Storage and Sales</u>	<u>One per employee plus office use</u>
<u>Hazardous Operations</u>	<u>Parking study</u>
<u>Landfill</u>	<u>One per employee plus office use</u>
<u>Manufacturing, limited or general</u>	<u>One per 500 square feet</u>
<u>Mining or Quarrying</u>	<u>One per employee plus office use</u>
<u>Oil and Gas Drilling</u>	<u>None required</u>
<u>Research Services</u>	<u>One per 333 square feet</u>
<u>Rock Crushing</u>	<u>One per employee</u>
<u>Solid Waste Incinerator</u>	<u>One per employee plus office use</u>
<u>Storage, Outdoor, as a Principal Use</u>	<u>One per 10,000 square feet</u>
<u>Transfer Station</u>	<u>One per employee plus office use</u>
<u>Vehicle Storage Yard</u>	<u>One per 10,000 square feet</u>
<u>Warehousing</u>	<u>One per 4,000 2,000 square feet of the first 20,000 square feet of building floor area, plus one per 5,000 square feet of building floor area over 20,000 square feet</u>
<u>Welding or Machine Shop</u>	<u>One per 500 square feet</u>
<u>Wholesale or Business Services</u>	<u>One per 2,500 square feet of warehouse storage</u>
<u>Wrecking/Salvage Yard</u>	<u>One per 250 333 square feet of office or retail sales area, plus 1 per 2,000 square feet of building floor area used for warehousing of salvaged parts; plus one per 43,500 square feet of outdoor storage area</u>
AGRICULTURAL	
<u>Agriculture</u>	<u>None required</u>
<u>Agricultural Processing</u>	<u>Parking study</u>
<u>Agricultural Research</u>	<u>Parking study</u>
<u>Agricultural Sales and Service</u>	<u>One per 500 square feet, plus two spaces per 10,000 square feet of vehicle and equipment sales area</u>
<u>Grain Storage</u>	<u>Parking study</u>

1. Unless noted otherwise, “square feet” means “gross floor area” or “gross leasable area,” whichever is determined by OCI to be the appropriate category on which to make the calculation.
2. Parking study indicates that the applicant may submit a parking demand analysis that substantiates the number of spaces proposed by the applicant. If an analysis is not submitted, staff will select a use that is most similar to the proposed use and use that parking standard.

SECTION 2. Section V-I.2.p of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to read as follows:

p. permit remote off-site parking to be located more than 600 feet from the supported Use; and permit such parking to be separated by an arterial street, expressway, or freeway from the supported Use.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon its adoption and publication once in the official City newspaper.

PASSED AND ADOPTED by the governing body at Wichita, Kansas,
this _____ day of _____, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublet, City Clerk

Gary E. Rebenstorf, City Attorney

(SEAL)

EXCERPT MINUTES OF THE AUGUST 18, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

Case No.: DER2011-05 - requests proposed changes to the Unified Zoning Code parking standards on property described as:

BACKGROUND: In response to discussions with the development community and staff, Current Plans Division proposes an amendment to the *Wichita-Sedgwick County Unified Zoning Code* (UZC) parking standards. The purpose of this amendment is: to make the UZC parking schedule a more comprehensive tool for the development community; to bring the UZC parking standards in line with national standards; to make it easier to redevelop small infill sites and to encourage a pedestrian accessible community. Attached is a table containing proposed changes to the number of required off-street parking spaces required by the UZC Section IV-A.4; the parking table lists the land use and then the number of required parking spaces. The existing UZC parking table currently lists only 59 uses, while the land use matrix recognizes 120 land uses. Currently, if one wants to know the number of parking spaces required for a use not listed in the parking table, one is directed to the Office of Central Inspection (OCI) where, over the years, they have developed and maintained a list of the number of spaces required for uses not listed in the parking table. The proposed amendment has expanded the number of uses listed in the parking table to include all land use types contained in the use type matrix, and includes a recommended number of spaces required for each use.

Staff compared our current parking standards against those in the 2006 National Parking Association's (NPA) *Recommended Zoning Ordinance Provisions* for parking. In most cases our local standards are similar or require less off-street parking than those recommended by the NPA study. The attached comparison table demonstrates the few cases where our current code would require more parking than the NPA's recommendations. The attached proposed changes show where we recommend bringing all of our parking standards more in line with the NPA recommendations with several parking requirement reductions. These proposed changes also take in consideration an analysis of MAPD parking reduction requests over the past 10 years. The analysis revealed that one third of all parking reduction requests were for commercial projects, less than an eighth for industrial, and the remaining divided between schools, churches, swimming pools, offices, warehouses, multi-family residences and medical developments.

A new proposal for the parking table is to allow some uses to submit a parking study in lieu of a published standard. The uses proposed for a parking study instead of a published standard can be of such a wide range of scales, potential impacts, operating characteristics or location requirements that off-street parking requirements can better be established by a study. Use types, proposed for the parking study requirement are: cemetery, airport, heliport, boarding, breeding or training kennel, recreation and entertainment indoor and outdoor, riding academy or stable, rodeo in the city, hazardous operations, agricultural processing, agricultural research and grain storage. In the event that a parking study is not submitted, staff would select a use that is most similar to the proposed use and use that parking standard. There are also a few uses, such as "utility minor" or "construction burn site limited" where it is proposed that off-street parking not be required. Uses for which there is not a published standard are considered to be small enough in scale or limited duration as to not warrant the cost of building permanent parking. A final proposal is to amend the "location" section of shared parking standards contained in Section IV-A.9.a to allow, by administrative adjustment, staff's ability to increase the current 600-foot distance that remote off-site parking can be provided, and/or to allow remote parking to be separated from its building or use by an arterial street, expressway or freeway. Today, remote parking must be located within 600 feet of the use it serves and cannot be separated by the three previously mentioned roadways.

CASE HISTORY: UZC parking standards have existed in their current state since at least 1989, City Zoning codes as old as the 1940s had parking standards for various land uses.

CONFORMANCE TO PLANS/POLICIES: The *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* Land Use-General Objective I.B. is to “Encourage future growth and development to areas that are served by existing public facilities and services, or which can be served economically and promote compact and contiguous development.” Strategy I.B9 for that objective states, “Amend the zoning code to permit developments in older areas with most or all the required parking permitted on non-contiguous property.” Transportation Objective V.E. is to “Promote pedestrian/bicycle-oriented improvements to create alternative transportation networks to major destination points in the City and County.” Strategy V.E2 in support of that objective is to “Increase the convenience of pedestrian/bicycle access to and within commercial and employment areas.”

The proposed amendment to the UZC parking standards supports these Comprehensive Plan Objectives and Strategies by encouraging infill development on smaller sites with reduced parking space requirements, and allowing more flexibility in off-site parking distances. This amendment also supports these Objectives and Strategies by reducing the overall size of parking areas with reduced parking requirements, making development more compact and therefore more accessible to pedestrians and cyclists.

RECOMMENDATION: Based on these factors and the information available prior to the public hearing, staff recommends adoption of the proposed amendments. This recommendation is based upon the following findings:

1. The zoning, uses and character of the neighborhood: As proposed, the amended UZC parking standards would allow more flexibility in older neighborhood commercial re-development through reduced overall on-site parking requirements, increased flexibility in the location of off-site parking, and a parking study in lieu of a published standard for certain land uses.
2. Extent to which removal of the restrictions will detrimentally affect nearby property: Reduction of the off-street parking space requirement for certain land uses could affect nearby property with greater competition for on-street parking, and potential unauthorized use of neighboring parking spaces.
3. Relative gain to the public health, safety and welfare as compared to the loss in value or hardship imposed upon the applicant: Reduced overall on-site parking requirements and increased flexibility in the location of off-site parking should not affect the public health, safety and welfare, and will increase development flexibility on smaller sites.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* Land Use-General Objective I.B. is to “Encourage future growth and development to areas that are served by existing public facilities and services, or which can be served economically and promote compact and contiguous development.” Strategy I.B9 for that objective states, “Amend the zoning code to permit developments in older areas with most or all the required parking permitted on non-contiguous property.” Transportation Objective V.E. is to “Promote pedestrian/bicycle-oriented improvements to create alternative transportation networks to major destination points in the City and County.” Strategy V.E2 in support of that objective is to “Increase the convenience of pedestrian/bicycle access to and within commercial and employment areas.”

The proposed amendment to the UZC parking standards supports these Comprehensive Plan Objectives and Strategies by encouraging infill development on smaller sites with reduced parking space requirements, and allowing more flexibility in off-site parking distances. This amendment also supports

these Objectives and Strategies by reducing the overall size of parking areas with reduced parking requirements, making development more compact and therefore more accessible to pedestrians and cyclists.

5. Impact of the proposed development on community facilities: Reduced overall off-street parking requirements for certain land uses could increase on-street parking in those locations.

JESS MCNEELY, Planning Staff presented the Staff Report. He reported that the plan was forwarded to both the Wichita Area Association of Realtors (WAAR) and Wichita Area Builders Association (WABA) and no negative comments were received. He said the general consensus was that the proposed changes increase flexibility, lowers the overall requirements, and makes the UZC a more comprehensive tool for the development community.

MITCHELL suggested making all parking studies available for all categories.

MCNEELY said that was something to consider and pointed out that if someone had a very unique site and the parking would not meet parking requirements, they could do a Planned Unit Development (PUD) and customize their parking requirements. He said in a way that option is already out there. He mentioned that the City had 130 administrative adjustments and variance requests over the last several years to reduce parking requirements and all of those requests have been approved. This proposal attempts to respond to that fact and to provide greater flexibility.

MCKAY asked Mr. McNeely to explain the changes requested by the Advance Plans Committee.

MCNEELY briefly explained that the existing zoning would preclude you from having remote parking for a supported land use further than 600 feet from or across an expressway/freeway or arterial. He said this Code change will allow a staff administrative adjustment to deal with arterial requests.

MOTION: To approve subject to staff recommendation.

HENTZEN moved, **DOWNING** seconded the motion, and it carried (13-0).

FOSTER asked about the comparison portion and if the national standards will be deleted in the final document.

MCNEELY responded yes. He said those standards were provided to illustrate to the Commission how Wichita matches up with the national standards.

City of Wichita
City Council Meeting
October 18, 2011

TO: Wichita Airport Authority

SUBJECT: Supplemental Agreement No. 6
AECOM Program Management Services
Air Capital Terminal 3 (ACT 3) Program

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve Supplemental Agreement No. 6.

Background: A contract with AECOM (formerly known as DMJM Aviation) to provide Program Management Services for the Air Capital Terminal 3 (ACT 3) Program and related projects was approved by the Wichita Airport Authority (WAA) on June 7, 2005. The firm's selection was based upon a national competitive qualifications-based search process. That process was conducted in accordance with Federal Aviation Administration (FAA) guidelines since the program receives federal grant funds. The original contract period ran for 60 months (from July 11, 2005, through July 11, 2010). The contract was extended in Supplemental Agreement No. 3 during the program's financial review, and it was further extended by the WAA in Supplemental Agreement No. 5 on March 1, 2011, to run on a month-to-month basis until a decision was made to move forward with the new terminal project. The WAA voted to proceed with the ACT 3 Program on June 21, 2011, and established the budgets for the new terminal (\$160 million) and for the parking/rental car facilities (\$40 million) projects.

Supplemental Agreement No. 6 with a total fee of \$11,553,856 was presented to the WAA for approval at the September 13, 2011 meeting; however, the WAA voted to defer approval for one week. At the September 20, 2011 meeting, the item was deferred again to permit staff to make adjustments to the agreement.

The cost of the recommended agreement presented today has been substantially reduced to \$7,609,079, a drop of \$3,944,777. This reduction was made possible by the following actions:

- Removing all Program and Construction Management services by AECOM for the parking and rental car projects
- Focusing AECOM's involvement solely on the new terminal and its related projects
- Significant cuts have also been made to AECOM staffing and subcontractors and the scope of services to be provided
- Two (2) engineers from the Public Works and Utilities Engineering Division will be assigned full-time to the AECOM team for the duration of the construction period to provide resident engineering and quality assurance management services. The use of "seconded" personnel from the City creates a large reduction in fee from AECOM.

Staff conducted surveys of other airports and consultants, and reached out to a peer review group of engineering and construction professionals who specialize in airport projects to confirm that the scope of services, staffing, and fee structure proposed by AECOM is reasonable and within airport industry practices.

It was also confirmed that there is no overlap or duplication of services with the design team of architects and engineers during the construction phase of the program.

Analysis: The purpose of this Supplemental Agreement is to continue AECOM's Program Management services until the completion and close-out of the projects, and to provide the Federal Aviation Administration (FAA) required Construction Management (CM) services for the terminal projects. The program is extremely complex, with scores of separate construction elements occurring simultaneously with multiple contractors on-site that will require intense supervision, scheduling, and oversight to manage numerous diverse factors of the projects. In addition, during the construction phase, AECOM will provide technical inspection and materials testing services, will ensure quality control and quality assurance, will review all change orders and schedules proposed by the contractors, will ensure designer and contractor compliance with timely document submittals, and manage the change review processes. AECOM will be providing financial advisory and tenant lease and policy development services throughout the projects. In addition, AECOM will provide coordination of numerous tenant improvements for airlines, food and beverage and retail concessionaires, government agencies, and other tenants.

A number of program elements have not yet been designed, such as parking and rental car facilities, terminal furnishings, tenant improvements, as well as sophisticated equipment for telecommunications, electronic signage, security and access control, and airline passenger processing systems. AECOM will oversee the procurement, negotiations, and implementation of the necessary design contracts and task orders, with the exception of the parking and rental car facilities. AECOM will also provide design management for the projects (other than parking) in order to ensure proper stakeholder involvement, schedule compliance, scope control, and budget adherence. The consultant will be responsible for the coordination of numerous contractors working on the job site and will ensure that construction activities have minimal impact on day-to-day Airport and airline operations and passenger movements through the facilities.

This Supplemental Agreement will be in effect until December 31, 2014, which is near the anticipated completion and opening date of the new terminal in late 2014.

Financial Considerations: Based upon the specific tasks to be performed under the Scope of Services, combined with the time durations and resultant personnel hours anticipated for the projects, the not-to-exceed cost for this Supplemental Agreement is \$7,609,079.

Professional fees in this range were anticipated when the program financial capacity study was conducted in 2006. Thus, this amount is included in the current budget for the Air Capital Terminal 3 Program. The fee for these services is approximately 6 percent of construction cost, and includes both Program Management and Construction Management services. This is well below what is to be expected for similar projects, according to Construction Management Association of America surveys, where the median fee is 6.9 percent solely for Construction Management Services.

The AECOM contract history is summarized below:

	<u>Amount</u>	<u>Description</u>	<u>Date</u>
Contract	\$4,552,857	Program Manager Contract	5/31/2005
SA#1	21,521	Terminal Security Cameras Const. Phase Services	2/9/2010
SA#2	445,094	Contract Amendments	3/9/2010
SA#3	574,668	Services Extension	7/20/2010
SA#4	110,008	Construction Management for CCTV Upgrade	1/25/2011
SA#5	567,906	Services Extension	3/1/2011
SA#6	7,609,079	Program & Construction Management for Terminal	10/18/2011
	<u>\$13,881,133</u>	Total Fee	

Goal Impact: The construction of the proposed new airline passenger terminal and related projects contributes to the Economic Vitality and Quality of Life of Wichita.

Legal Considerations: The Law Department has reviewed this Supplemental Agreement and approved it as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 6 with AECOM and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 6.

Supplemental Agreement #6
To The
Agreement for Professional Services Dated June 7, 2005
Hereinafter Called The
“Program Management Contract”
Between
Wichita Airport Authority, Wichita, Kansas
Party of the First Part, Hereinafter Called The
“Owner”
And
AECOM
Party of the Second Part, Hereinafter Called The
“Consultant”

WITNESSETH:

Whereas, there now exists a Program Management Contract dated June 7, 2005, and Supplemental Agreement #1 dated February 9, 2010, Supplemental Agreement #2 dated March 9, 2010, Supplemental Agreement #3 dated July 20, 2010, Supplemental Agreement #4 dated January 25, 2011, and Supplemental Agreement #5 dated March 1, 2011 between the two parties covering Program Management services to be provided by the Consultant at Wichita Mid-Continent Airport.

Whereas, the Program Management Contract is currently on a month-to-month basis, and it is the desire of both parties that the Program Management Contract be extended and services added as noted below.

Now Therefore, the parties hereto mutually agree as follows:

The Program Management Contract will be amended with this Supplemental Agreement to include the following items:

1. ARTICLE VII – PAYMENT PROVISIONS: Revise paragraph B as follows:

- B. “The Term of the Agreement shall commence on the date of the Notice to Proceed issued to the CONSULTANT, and shall terminate on December 31, 2014, unless extended or terminated in accordance with the provisions hereof.”

Payment to the Consultant for the performance of the services required by this Agreement shall be made on the basis of the actual costs and expenses plus a fixed fee amount in accordance with the Program Management Contract, based on revised Exhibit B – Cost Estimate for Supplemental Agreement #6. The total compensation of the extension of Program Management Services shall be not-to-exceed \$7,609,079.

2. SCOPE OF SERVICES

- I. Extension of Consulting Services as defined in the Original Scope of Work, and Basic Services as revised within the attached Exhibit A for Supplemental Agreement #6.

3. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Program Management Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

In Witness Whereof, the Owner and the Consultant have executed this Supplemental Agreement as of this 18th day of October, 2011.

ATTEST:

WICHITA AIRPORT AUTHORITY
2173 Air Cargo Road
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor D. White, Director of Airports

CONSULTANT ATTEST:

Name: AECOM
Address: 2202 N. West Shore Boulevard, Suite 455
Tampa, FL 33607

By: _____
"CONSULTANT"

Title: _____

By: _____
Title: _____

APPROVED AS TO FORM:

City Attorney: _____

Date: _____

Attachments:

Exhibit A: Scope of Services

Exhibit B: Cost Estimate

Revised Exhibit A for Supplemental Agreement #6

**Air Capital Terminal 3 (ACT 3) Redevelopment Program
Wichita Mid-Continent Airport
Wichita Airport Authority**

Project No.: 60049856

ACT 3 Program Management Services for Terminal-Related Projects

Supplemental Agreement No. 6

SCOPE OF SERVICES

A. CONSULTANT shall use qualified seconded personnel provided by OWNER that may be assigned to the Program Management Team for services during construction as directed by OWNER, and in accordance with a Statement of Understanding between the parties. In the event that future personnel are provided by OWNER, CONSULTANT shall adjust its fee in a corresponding amount in relation to the services provided by OWNER.

B. CHANGES TO EXISTING CONTRACT

Basic Services

1.0 Preconstruction and Design Phase Services

Delete the entire section and replace with the following:

- 1.1 The CONSULTANT will assist the OWNER in the development and coordination of consistent contract agreements for Professional Services and Construction for the Terminal Area Program. This includes development of work scopes, schedules, design criteria, etc. Additionally, the CONSULTANT will formalize procurement procedures to be implemented in the execution of procuring professional services for the Terminal Area Program.
- 1.2 The CONSULTANT will prepare the scope of work for professional and construction services contracts. Manage the selection process for Professional Services contracts, including the preparation of requests for qualifications/proposals, making recommendations to the OWNER and negotiating and preparing the OWNER/CONSULTANT and OWNER/Designer agreements.
- 1.3 The CONSULTANT will assist the OWNER in the management and coordination of the Disadvantaged Business Enterprise (DBE) requirements with the OWNER and the FAA to ensure that each Professional Services contract is consistent with the OWNER's DBE program and CFR Part 26. Further, the CONSULTANT will assist the OWNER in enhancing its overall DBE Program outreach, public relations and compliance processes.

- 1.4 The CONSULTANT will assist the OWNER in the implementation and management of the City of Wichita's Emerging Business Enterprise program.
- 1.5 The CONSULTANT will prepare and update a Program Management Manual for the Program which will establish the basis for the management of the Program. The CONSULTANT will prepare a Procedures Manual for the Program, which will be updated during the entire course of the Program as agreed by the OWNER and the CONSULTANT.
- 1.6 The CONSULTANT will develop and maintain a management control system capable of managing requests for information, supplemental agreements, change orders, design transmittals, meeting minutes, payment requests, correspondence, scheduling and estimates.
- 1.7 The CONSULTANT will prepare a Master Summary Schedule ("Master Schedule") for the Program. This schedule will specify the milestones, activities, and dates that will be used to plan and monitor overall performance on the Program.
- 1.8 The CONSULTANT will work with the Designers, OWNER, and Contractor to develop various alternative approaches for the phasing and logistics of the construction for Terminal related projects only.
- 1.9 The CONSULTANT will assist the OWNER in identifying long lead items and facilitating their acquisition so as to not negatively impact the Program for Terminal related projects only.
- 1.10 The CONSULTANT will provide liaison and coordination between separate Design projects that interface to insure compatibility and technical accuracy at the interface.
- 1.11 The CONSULTANT will develop and maintain a Master Program Cost System will include, establishing project budgets, allocating and summarizing cost information, measuring progress and performance, controlling contingencies, and tracking funding requirements.
- 1.12 The CONSULTANT will act as a point of contact for the review of design documents for the OWNER's program.
- 1.13 The CONSULTANT will evaluate both fee estimates for professional services and construction cost estimates for the various phases of the Project. The CONSULTANT will work cooperatively with the Designers to reconcile the independent cost estimates of the Designers at the completion of the various phases of the Project.
- 1.14 The CONSULTANT will provide written recommendations and input to OWNER and the Designers with respect to constructability reviews, construction cost, construction sequencing, possible means and methods of construction, expected construction durations of various building methods and separation of the Program into Projects for various categories of the Work.
- 1.15 The CONSULTANT will support the OWNER's efforts in the competitive bidding of the Construction Contract for the Terminal, including scope, schedule, project controls requirements, quality, cost considerations, bid document preparation, pre-bid conference support and bid evaluation. The CONSULTANT

will assist the OWNER and the Designers in developing and coordinating addenda procedures to provide answers to bidders' questions.

1.16 The CONSULTANT will facilitate the delivery of all bid documents and addenda to the bidders. This task will be performed in conjunction with the Designers who will assemble, bind, and transmit the bid documents and any addenda to the Program Manager for distribution to the contracting community.

1.17 In conjunction with the OWNER and the Designers, the CONSULTANT will conduct the pre-bid conference for Terminal related projects only.

The CONSULTANT will participate in the bid opening for Terminal project only as provided in the Contract Documents, and will assist the OWNER in evaluating bidder qualifications and the bids for completeness, responsiveness and price. Further, the CONSULTANT will ensure the bid process is conducted in a manner consistent with the OWNER's processes, procedures and high ethical standards that is fair and competitive. The process as further defined in the Procedures Manual will ensure confidentiality, timely distribution of beneficial information to all bidders and that best and final bids are received at the same date and time.

2.0 Financial Planning Services

Add to this section:

2.8 Execution of the Financial Capacity, Airline Agreement, Terminal Concessions, and Rental Car Agreement tasks as previously identified and implemented pursuant to a detailed Statement of Services as agreed upon between the OWNER and the CONSULTANT including presentations as required.

2.9 Other Financial and Business Planning and Legal Liaison

Given the multi-year timeframe and nature of this contract, the OWNER is likely to require assistance with financial and business planning matters and legal liaison assistance that cannot currently be anticipated. As requested and as directed by the OWNER, CONSULTANT will also provide other assistance and advice to the OWNER on matters related to financing the Terminal-related, parking and rental car projects, and the business matters related to airline, rental car or concessionaire issues or agreements, and the OWNER's Capital Improvement Program, as well as the overall finances of the OWNER, on an as-needed basis. A detailed scope and budget will be prepared for any services requested by the OWNER pursuant to this Task.

4.0 Services During Construction

Delete the entire section and replace with the following:

4.0 Construction Management Services

As the agent for OWNER, the CONSULTANT will provide the resident project staff and subconsultants required to perform the tasks required for an FAA-funded terminal project as outlined in the following scope of work for those projects and packages listed in Section 1 of this Scope of Work:

- 4.1 In conjunction with the OWNER and Designer, the CONSULTANT will facilitate all pre-construction conferences.
- 4.2 The CONSULTANT will coordinate the work of the Designers in the plan review and construction permitting process as necessary for timely permitting, including managing the expediting process. The CONSULTANT will act as the point of contact for the design review of the outstanding design projects and will maintain duplicate copies of all permits, insurance certificates, bonds, labor affidavits, and other government agency documents as appropriate.
- 4.3 The CONSULTANT will provide construction contract administration and will, in accordance with OWNER's and City's policies and for the appropriate projects, comply with the FAA Central Region Supplemental Guidance, dedicate on-site personnel to establish and implement administrative coordination and communication procedures among the CONSULTANT, the OWNER, the Designer, Contractors, and other appropriate parties.
- 4.4 The CONSULTANT will establish and implement procedures and record management for submittals, material samples, change orders, payment requests, requests for information and other procedures and maintain all daily job reports, logs, files, and other necessary documentation.
- 4.5 The CONSULTANT will review schedules submitted by the Contractor for compliance with the Contract Documents and ensure proper level of activity, the order, sequence and interdependence of all significant work items including construction procurement, fabrication, testing, startup and inspection, and delivery of critical or special materials and equipment, and submittals and approvals of critical samples, shop drawings, procedures or other documents that could have a schedule impact.
- 4.6 The CONSULTANT will report to the OWNER in writing, on a monthly basis, the status of each projects' progress. The report will include the CONSULTANT's review of the Designers', other Consultants' and Contractors' progress payments, a status report on all open Change Orders, and an evaluation of the Project Master Schedule for Terminal related projects. Such evaluation will include a revised copy of the Summary Master Schedule reflecting the current progress, approved revisions and progress photos obtained from the field.
- 4.7 The CONSULTANT will analyze construction phasing for operational considerations and potential acceleration for Terminal related projects only.
- 4.8 The CONSULTANT will provide site phasing and logistics coordination of the Terminal related projects with OWNER's management team to facilitate its on-going terminal and flight operations.
- 4.9 The CONSULTANT will perform construction cost estimates in the manner consistent with FAA Central Region Supplemental Guidance requirements for independent construction estimates. This includes independent construction cost

estimates that must be prepared prior to receiving bids for construction contracts as well as performing the appropriate Sponsor cost analyses and evaluation of pricing for construction changes during the course of the Work.

- 4.10 The CONSULTANT will remain apprised of all airport activity that may have an impact on construction activities and coordinate those activities accordingly. The CONSULTANT will also dedicate on-site personnel to coordinate with the proper stakeholders those construction activities that may impact operational activities.
- 4.11 The CONSULTANT will maintain a cost management system compatible with the overall program level system that will track, manage and forecast project level cost commitments, changes and forecasts.
- 4.12 As the OWNER's representative at the construction site, the CONSULTANT will be the party through which change orders, pay requests, requests for information and other correspondence and information will be processed and will be communicated from the Contractor to the OWNER, the Designer, or both, and from the OWNER, the Designer or both to the Contractor.
- 4.13 The CONSULTANT will review the Designers', other Consultants' and Contractors' payment requests for accuracy and determine whether the amount requested reflects the progress of the work. The CONSULTANT will then make a recommendation for payment to the OWNER.
- 4.14 The CONSULTANT will establish and implement a Change Order control system. The CONSULTANT will make recommendations to the OWNER and Change Review Board concerning additional costs or credits, time extensions and will verify that work and time adjustments, if any, required by approved change orders, have been incorporated into the Contractor's Construction Schedule.
- 4.15 The CONSULTANT will review and evaluate all potential contract changes, determine constructability and impacts to cost and schedule and determine merit if submitted by the Contractor. The CONSULTANT will prepare the necessary documents to initiate changes to the Work either to the Contractor or Designer. The CONSULTANT will prepare and organize negotiations with the Contractor(s) and/or Designer(s) as needed to best represent a fair and equitable Change Order or Supplemental Agreement.
- 4.16 The CONSULTANT will review and monitor the Contractor's quality control plan and controls throughout the duration of the Contract and for each element of the construction for compliance with the Contract Documents and industry standards.
- 4.17 The CONSULTANT will review and enforce the Contract Documents as they apply to the Contractor's quality control testing schedule for compliance with ASTM requirements, proper accreditation and testing frequency.
- 4.18 The CONSULTANT will conduct construction site meetings with the Contractors, and conduct overall coordination meetings with all of the Contractors, and, as appropriate, with the OWNER and the Designers, and will record, transcribe and distribute minutes to all attendees, stakeholder and all other appropriate parties. The meetings will be the forum for discussing progress in the areas of safety, quality, scope changes, administrative issues and schedule.

- 4.19 The CONSULTANT will provide resident engineering services, as needed, to coordinate and document the progress and quality of the Work and its conformance to the Contract Documents, quantity and type of work force the Contractor(s) have on site, inventory of equipment on site and its utilization and other quantifiable factors to be made a part of the project record. All staff will be required to meet the requirements to obtain a security badge.
- 4.20 Resident Engineers will follow all guidance required by the FAA Central Region Supplemental Guidance Section 1000 (Construction Development Projects) for the Terminal Building project (Package 12).
- 4.21 The CONSULTANT will provide technical inspection and testing. The CONSULTANT will dedicate on-site personnel to ensure technical inspection reports required from the Contractors are in a format approved by the OWNER and received by the CONSULTANT in a timely manner.
- 4.22 The CONSULTANT will engage the services of an accredited materials testing laboratory to provide quality assurance testing as required by the contract documents and industry standards up to the allowance limits.
- 4.23 The CONSULTANT will provide the necessary Structural Special Inspections as required by the relevant Designer of record and the City of Wichita Building Official having jurisdictional authority.
- 4.24 The CONSULTANT will provide facility commissioning oversight.
- 4.25 The CONSULTANT will, in conjunction with the Designer, make recommendations for corrective action on nonconforming work. The CONSULTANT will dedicate on-site personnel to make recommendations to the OWNER and the Designer in instances where the CONSULTANT observes work that, in the CONSULTANT's opinion should be rejected.
- 4.26 The CONSULTANT will, in conjunction with the Designer, coordinate the preparation of lists of incomplete or defective work ("Punch Lists") by the Contractors prior to Substantial Completion. When incomplete work or defective work has been remedied, the CONSULTANT will issue, upon the OWNER's concurrence, a Certificate of Substantial Completion.
- 4.27 The CONSULTANT will, at the conclusion of corrective action of all Punch List items, make a final inspection of the facilities in conjunction with the Designer, prepare a report of the final inspection for the OWNER and will make recommendations to and assist the OWNER in establishing the Final Acceptance of the Work.
- 4.28 The CONSULTANT will provide risk and claims management and will implement and coordinate dispute resolution issues.
- 4.29 The CONSULTANT will coordinate and expedite the transmittal of record documents from the Designer to the OWNER. Upon receipt of the said documents, the CONSULTANT will perform a spot check to generally assure that the documents are complete and accurate.
- 4.30 The CONSULTANT will coordinate and enforce redlining requirements of the contractor(s) in order to maintain as-built record documents in a manner determined by the project team and acceptable to the OWNER.

- 4.31 The CONSULTANT will expedite and facilitate the attainment of the Occupancy Permits as they relate to the projects under the Program.
- 4.32 The CONSULTANT will provide project closeout documents and reports in accordance with the requirements of the FAA, TSA and OWNER
- 4.33 The CONSULTANT shall provide independent fee estimates in the manner consistent with FAA Central Region Supplemental Guidance requirements for independent fee estimates.

Add the following section:

6.0 Additional Services

The following items of work are additional services the OWNER may wish to include under the scope of this agreement. Upon notification from the OWNER, the CONSULTANT shall provide a cost estimate to provide these services in accordance with this Agreement.

- 6.1 The CONSULTANT shall provide Commissioning Services for the Terminal and any other project so designated by the OWNER.

- END OF EXHIBIT A -

Air Capital Terminal 3 Redevelopment

Wichita Mid-Continent Airport

Wichita Airport Authority



Supplemental Agreement No. 6 - Terminal Related Projects Summary

1 Direct Salary Cost

<i>Title of AECOM-provided Staff</i>	<i>Hours</i>	<i>Rate/Hour</i>	<i>Total Cost (\$)</i>
Program/Construction Manager	6,733	\$68.00	457,844
Deputy Program Manager	6,233	\$30.00	186,990
Project Controls Manager	6,166	\$70.00	431,620
Office Engineer - Terminal	5,573	\$30.00	167,190
Cost Control Engineer (Sub)	5,000	\$30.00	Sub
Document Control Manager (Sub)	5,680	\$30.00	Sub
Electrical QA Inspector	4,750	\$28.00	133,000
Systems Inspector	2,840	\$40.00	113,600
Mech./Plumb./FP QA Inspectors (Pool)	6,350	\$28.00	177,800
Baggage Handling System Inspector (sub)	1,260	\$36.00	Sub
Admin/Clerical Support (Pool)	10,980	\$18.00	197,640
AECOM Home Office Technical Support Staff	2,441	varies	217,390
	65,766		2,083,074
		Salary escalation at	
<i>FTE's</i>	9.73	3% annually	\$64,386
			\$2,147,460

2 AECOM Labor and General & Administrative Costs

	<i>Field OH</i>	
Percentage of Direct Salary Costs	122.63%	\$2,656,159

3 AECOM Direct Nonsalary Expenses

542,134	\$542,134
---------	------------------

4 Subtotal of Items 1, 2, and 3

\$5,345,753

5 Fixed Payment 12.5% of Item 4

\$668,219

6 Subcontract Cost

Civil Technology, Inc.	961,975	
LeighFisher	382,333	
Mauler Engineering, LLC	250,800	
Transition Plan Implementation	-	
US Cost	-	1,595,108

7 Total Cost, Items 4, 5, 6

\$7,609,079

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 18, 2011**

- a. Camden Chase, from the west line of 159th Street E to the southwest corner of Lot 6, Block 3; Flutter Court from the east line of Flutter Lane for approximately 325 feet serving Lots 14 through 22, Block 1 to serve Monarch Landing 3rd Addition (north of 21st Street North, west of 159th Street East) (472-84999/766271/490289) does not affect existing traffic. (District II) - \$236,000.00
- b. South Mid-Continent Stormwater Conduit Rehabilitation (west of Airport Rd north of Harry St) (468-84785/133116/133117/) Local traffic shall be maintained. (District V) - \$200,000.00

Approved /Accepted by City Council

Wichita, Kansas

October 18, 2011

This _____

472-84783

OCA# 766236

PPN# 490254

City Clerk
Wichita, Kansas

Dear City Clerk:

Following is the cost of constructing:

Paving on New Jersey, Bunkerhill Drive to serve Washington Heights Addition (east of Oliver, north of 31st Street South)

Lump Sum Contract Amount	\$263,072.00
Measured Items	\$28,100.00
Change Orders	\$32,753.50
Change Orders Measured Items	(\$201.50)
Administration	\$12,706.56
Engineering & Inspection	\$99,320.68
Publication	\$487.35
Abstract	\$20.00
Construction Cost	<u>\$436,258.59</u>
Idle Fund Interest Estimated	\$81.15
Temporary Financing Estimated	<u>\$1,710.26</u>
TOTAL COST	\$438,050.00

Respectfully Submitted,



Jim Armour, P.E., City Engineer

Property \$400,246.28
General Obligation \$37,803.72

February 2012
Chesney
15 year

Petition/Resolution Amount: \$550,000.00

Increase by 1% per month after: October 1, 2008

City of Wichita
City Council Meeting
October 18, 2011

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 7 for ASR Recharge Wells (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 7.

Background: On July 10, 2007, the City Council approved the projects necessary for Phase II of the Equus Beds Aquifer Storage and Recovery (ASR) Project. Phase II consists of a 30 million gallon per day Water Treatment Plant and Surface Water Intake Structure as well as the pipelines, recharge and recovery wells, and overhead power lines that will provide much of the backbone for future phases. On July 1, 2008, the City Council approved an agreement with Burns and McDonnell, Consultant Engineers, to begin design of the recharge wells to 30% completion. The City Council approved Supplemental No. 1 on February 10, 2009, for the preparation of an Environmental Impact Statement for the project with a fee of \$40,000. On April 7, 2009, the City Council approved Supplemental Agreement No. 2 for the completion of the design with a fee of \$1,780,215. Supplemental Agreement No. 3 was approved on May 12, 2009, for the preparation of an annual report for the determination of recharge credits that is required by the Kansas Division of Water Resources with a fee of \$78,121. On November 3, 2009, Supplemental Agreement No. 4 was approved with a fee of \$1,904,410. It authorized Burns and McDonnell to provide construction administration services for the well completion and well support facilities, including the flow control structures at 33 sites. Supplemental Agreements No. 5 and No. 6 were for the annual reports required by the Division of Water Resources for a combined fee of \$147,325.

Analysis: Supplemental Agreement No. 4, which authorized the construction services, was based on a twelve month construction period. However, the project construction period is now expected to be eighteen months. A supplemental agreement has been prepared for the additional costs associated with the extended construction period.

Financial Considerations: The original contract amount was \$954,240. The fee for Supplemental Agreement No. 7 is \$99,835. This fee plus the other supplemental agreements bring the total contract amount to \$5,004,146. Funding is included in the approved project budget.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing for the development of future water supplies.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve Supplemental Agreement No. 7 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 7.

SUPPLEMENTAL AGREEMENT NO. 7
TO THE
AGREEMENT FOR PROFESSIONAL DESIGN SERVICES
BETWEEN
THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"
AND
BURNS AND McDONNELL ENGINEERING COMPANY, INC. HEREINAFTER CALLED
"DESIGNER"
FOR
CONSTRUCTION MANAGEMENT SERVICES AND DESIGN SERVICES DURING
CONSTRUCTION FOR RECHARGE WELLS AS PART OF PHASE II OF THE ASR
PROGRAM – ASSOCIATED WITH THE INTEGRATED LOCAL WATER SUPPLY PLAN
IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists an agreement between the two parties covering preliminary design services for the recharge wells to be provided by the DESIGNER in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, there now exists a supplemental agreement (Supplemental Agreement No. 4) between the two parties covering construction management services and design services during construction for the recharge wells as part of Phase II of the ASR Program.

WHEREAS, Paragraph VI.C. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the Scope of Services as defined in Supplemental Agreement No. 4 for Construction Management Services and Design Services During Construction for Recharge Wells as Part of Phase II of the ASR Program, be modified as stated herein and DESIGNER shall receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

DESIGNER shall continue to provide Construction Management and Design Services during Construction of the Recharge and Recovery Well Project, as defined in Supplemental Agreement No. 4 between the CITY and DESIGNER with the following scope modifications:

- TASK 5 – TESTING & INSPECTION, as detailed in Exhibit A to Supplemental Agreement No. 4, shall be removed from the scope of work to be provided by DESIGNER.
- DESIGNER shall continue to provide a Construction Manager and Resident Project Representative/Designer as detailed in Exhibit A. The CITY will provide staff construction representative(s) to assist Construction Manager in providing QA/QC of contractors.

The Schedule associated with the Scope of Services shall be extended to cover construction activities associated with construction of the ASR Phase II Well Support Facilities (Bid Package G1) to January 31, 2012, as detailed in Exhibit A. The associated additional budget for the extended schedule is as follows:

1. Construction Management Field Services	\$298,067
2. Designer Services During Construction	\$258,711
3. Expenses	\$91,351
4. Conforming Drawings	\$37,000
5. Remaining Fee	(\$585,294)
<hr/>	
Supplemental Agreement Costs	\$99,835

A detailed scope and fee estimate is provided as Exhibit A.

B. PAYMENT PROVISIONS

Payment to the DESIGNER for the performance of the services on a time and material basis is described by this Supplemental Agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed **\$99,835**, the amount designated in this Supplemental Agreement, without written authorization from the CITY.

C. PROJECT SCHEDULE

The project schedule shall be extended to January 31, 2012.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the DESIGNER have executed this Supplemental Agreement No. 7 as of this _____ day of _____ in the year 2011.

CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

APPROVED AS TO FORM

By: Gary E. Rebenstorf
Gary Rebenstorf, Director of Law

Burns & McDonnell Engineering Company, Inc.

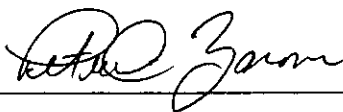
By: 
Title: VICE-PRESIDENT

EXHIBIT A

City of Wichita
City Council Meeting
October 18, 2011

TO: Mayor and City Council Members

SUBJECT: Wichita/Andover Traffic Signal Maintenance Agreement (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The boundary between Wichita and Andover is 159th Street East. It is anticipated that major intersections along the corridor will be signalized in coming years. An agreement with Andover has been prepared to establish a framework to share the future operating costs and responsibilities for the signal systems.

Analysis: The agreement provides that Andover will pay the cost of electricity to operate the signals and Wichita will be responsible for maintenance and operation of the signals, including signal timing.

Financial Considerations: Funding for Wichita's maintenance cost will be included in the Traffic Maintenance operating budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by facilitating improvements in an important transportation corridor.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

This Agreement made and entered into as of this _____ day of _____, 2011.

BY AND BETWEEN

The City of Andover, Kansas

AND

The City of Wichita, Kansas,

WITNESSETH:

Purpose

This agreement is executed by and between the Cities of Andover (“Andover”) and Wichita (“Wichita”), Kansas, for the purpose of establishing and delineating the responsibilities of the traffic signals and intersections on the E. 159th Street corridor.

Limitations

Pursuant to K.S.A. § 12-2908, this contract shall not be regarded as an interlocal agreement under the provisions of K.S.A. § 12-2901 et seq. and amendments thereto.

Scope

This Agreement applies to all traffic signals installed in intersection that span across the Sedgwick County/Butler County Line located along N. 159th St. E. (“traffic signals”).

Obligations of Wichita

Wichita or its agent shall be responsible for the maintenance and continuous operation of the traffic signals, including signal timing, repair, and general maintenance.

Obligations of Andover

Andover shall pay the costs of electricity to operation the intersections directly to Westar Energy, and shall be the responsible party for billing the electrical consumption of intersections covered by this agreement.

Obligations of Both Parties

Should catastrophic destruction of any major portion of the traffic signals occur, or such signals require replacement, Wichita shall perform such work and Andover shall reimburse Wichita for 50% of the costs.

IN WITNESS WHEREOF, WICHITA and ANDOVER have executed this agreement on the dates hereinafter subscribed.

BY ACTION OF THE CITY OF WICHITA COUNCIL

Carl Brewer, Mayor

Date

SEAL:

ATTEST

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

BY ACTION OF THE CITY OF ANDOVER COUNCIL

Ben Lawrence, Mayor

Date

SEAL:

ATTEST:

Susan Renner, City Clerk

City of Wichita
City Council Meeting
October 18, 2011

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement for Seneca, I-235 to 31st Street South
(District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve Supplemental Agreement No. 1.

Background: On December 1, 2004, the District IV Advisory Board voted 9-0 to approve the project. On May 4, 2004, the City Council approved a design agreement with Poe & Associates (Poe). The fee was \$181,895.

Analysis: The original design contract included design of a 5-lane roadway with a continuous center left-turn lane and sidewalks, and reconstruction of the 31st Street South intersection, with signalization upgrades. The design was also to include an 8-inch water line near 35th Street South, and a drainage study for the project area. The project design and contract agreement were programmed for final plan completion in August 2005. During the seven year progression of the project design, due to federal funding being pushed out numerous times, the following changes were requested of Poe: provide signalization and brick crosswalks at the 34th Street South intersection, for better pedestrian and vehicular access near several schools including Sough High School; design sanitary sewer reconstruction at 31st South and Seneca and 31st South and Walnut due to existing pipe conditions; add a shallow access manhole to the existing reinforced concrete box for future maintenance and cleaning access; and add a left turn lane at the 35th Street South intersection for more efficient egress from Wichita South High School. The original concept construction estimate was for \$3.9 million and the current construction estimate with the additional design elements is \$5 million, an increase of 30%.

Supplemental No. 1 has been prepared to authorize the additional design services.

Financial Considerations: The fee for Supplemental Agreement No. 1 is \$74,017. Poe's total fee will be \$255,912. The funding source is General Obligation bonds and is included within the budget approved by Council on August 2, 2011.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important traffic corridor.

Legal Considerations: Supplemental Agreement No. 1 has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 1 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 4, 2004
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
POE & ASSOCIATES, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated May 4, 2004) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **Seneca, I-235 to 31st Street South** (Project No.472-84006, OCA 706892)

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

SENECA STREET, I-235 TO 31ST STREET SOUTH
(Project No. 472-84006)
See Attached

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$74,016.73.**

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2011.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

(Name and Title)

ATTEST:

**City of Wichita
City Council Meeting
October 18, 2011**

TO: Mayor and City Council

SUBJECT: Change Order No. 1- Stonebridge 2nd Addition Street Paving (north of 13th, east of 143rd Street East) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On August 2, 2011, the City Council approved a construction contract with APAC-Kansas Inc. to pave streets in Stonebridge 2nd Addition. The developer of the addition has requested that the planned end of the paving be extended to facilitate the sale of an adjacent lot.

Analysis: A change order has been prepared for the cost of the additional work. Funding is available within the project budget.

Financial Considerations: The total cost of the additional work is \$26,555 with the total paid by special assessments. The original contract amount is \$336,127. This change order represents 12.77% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by constructing streets needed for new development.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachments: Change Order No. 1.



PUBLIC WORKS-ENGINEERING

8/23/2011

CHANGE ORDER

To: APAC-Kansas Inc.-Shears Division

Project: Stonebridge 2nd Add Paving, Greystone et al.

Change Order No.: 1

Project No.: 472-84592

Purchase Order No.: 130586

OCA No.: 766264

CHARGE TO OCA No.: 766264

PPN: 490282

Please perform the following extra work at a cost not to exceed \$26,544.99

Additional Work: Add an additional section of Sundance Street for requested lot development for Stonebridge 2nd Add Paving.

Reason for Additional Work: The Developer has requested adding the paving of a side street (Sundance Street) for immediate development. The entire cost will be assessed to the development.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Paving Items				
#1 AC Pvmnt (5'')(3''Bit Base)	Bid	730 SY @	\$14.45 =	\$10,548.50
#2 Crushed Rock Base Reinf 5''	Bid	873 SY @	\$ 6.00 =	\$ 5,238.00
#4 Cushd Concrete C&G, Type 2	Bid	369 LF @	\$ 8.50 =	\$ 3,136.50
#8 Excavation, Unclassified	Bid	218 CY @	\$ 4.50 =	\$ 981.00
#9 Fill, Compacted (95% Dens)	Bid	42 CY @	\$ 2.00 =	\$ 84.00
#10 Inlet Adjusted	Bid	3 EA @	\$800.00 =	\$ 2,400.00
#11 Inlet Hookup	Bid	3 EA @	\$330.00 =	\$ 990.00
#12 Inlet BMP's	Negot'd	1 LS @	\$375.00 =	\$ 375.00
#13 Signing	Negot'd	1 LS @	\$1,105.00 =	\$ 1,105.00
#14 Seeding	Negot'd	1 LS @	\$435.00 =	\$ 435.00
#15 Sight Clearing	Negot'd	1 LS @	\$750.00 =	\$ 750.00
#16 Site Restoration	Negot'd	1 LS @	\$250.00 =	\$ 250.00
#17 BMP, Back of Curb Prot.	Bid	39 LF @	\$0.71 =	\$ 261.99
Total				= \$26,554.99

CIP Budget Amount: \$589,000.00

Original Contract Amt.: \$336,126.91

Consultant: Baughman

Current CO Amt.: \$26,554.99

Exp. & Encum. To Date: \$372,106.70

Amt. of Previous CO's: \$0.00

CO Amount: \$26,554.99

Total of All CO's: \$26,554.99

Unencum. Bal. After CO: \$190,338.31

% of Orig. Contract / 25% Max.: 12.77%

Adjusted Contract Amt.: \$365,681.90

Recommended By:

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Jim Armour, P.E.
City Engineer

Date

Approved:

Approved:

Contractor	Date
------------	------

Approved as to Form:

Gary Rebenstorf Director of Law	Date
------------------------------------	------

Alan King
Director of Public Works

By Order of the City Council:

Carl Brewer	Date
Mayor	

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
October 18, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1500 South Tapestry Lane for the West Kellogg Freeway Project (Districts IV and V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On January 6, 2009, the City Council approved the design concept for the Kellogg Freeway, between 111th Street West and 143rd Street West. The proposed improvements include widening the freeway from two lanes in each direction to three lanes in each direction, frontage roads, and grade separation at 119th Street West and 135th Street West. There are 43 tracts which will be impacted by the project. The properties consist of single-family residences, commercial properties, vacant land, and billboards. The property located at 1500 South Tapestry Lane backs up to 151st Street West. An acquisition for road right-of-way along 151st is required to facilitate the project. The proposed right-of-way consists of 3,544.34 square feet. The proposed road improvements impact a koi pond, storage shed, garden area, landscaping, mature trees, and fencing.

Analysis: The acquisition was appraised at \$27,317, consisting of \$5,317 (\$1.50 per square foot for land) and \$22,000 as a cost to cure the damage to the various landscaping items. The \$22,000 was based on national averages. Actual estimates to remediate the damage ranged from \$46,030 to over \$50,000. The owner accepted \$51,347. This amount consists of the \$5,317 appraised value for the land and the low estimate for repairing the site damage.

Financial Considerations: A budget of \$52,847 is requested. This includes \$51,347 for the acquisition and \$1,500 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST) and, State and Federal grant funds administered by the Kansas Department of Transportation.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the real estate agreement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Agreement; and 3) Authorize the necessary signatures.

Attachments: Aerial map, tract map, and real estate purchase agreement.

PROJECT: West Kellogg DATE: September 21, 2011

COUNTY: Sedgwick TRACT NO.: 3

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this _____ day of _____, 2011 by and between

Joseph R. Greene and Julie K. Greene

1500 South Tapestry Lane, Wichita, Kansas 67052
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

Beginning at the Southeast Corner of Lot 1, Block 1, Tapestry Meadows Addition to Sedgwick County, Kansas; thence West along the South Line of said Lot 1 a distance of 25 feet; thence Northeasterly for a distance of 170.28 feet to a point on the North line of said Lot 1 and 16.70 feet West of Northeast Corner of said Lot 1; thence East along said North line a distance of 16.70 feet to said Northeast Corner; thence South along the East line of said Lot 1 a distance of 170 feet to the point of beginning, containing 3,544.34 square feet more or less.

Together with all right of access to and from the abutting public roadway over and across a line in Lot 1, Block 1, Tapestry Meadows Addition to Sedgwick County, Kansas, described as follows:

Commencing from the Southeast Corner of said Lot 1; thence West along the South line of said Lot 1 for a distance of 25 feet to the point of beginning; FIRST COURSE, thence Northeasterly for a distance of 170.28 feet to a point on the North line of said Lot 1 and 16.70 feet West of the Northeast Corner of said Lot 1.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore,

the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:

3,544.34 Sq. Ft. with access control: \$ 5,317.00

Landscaping and site improvements acquired with
right of way

\$ 46,030.00

TOTAL: \$ 51,347.00

The price above is inclusive of all relocation benefits for which the Landowner is eligible under applicable laws and statutes.

The Landowner shall be responsible for the relocation and removal of all site improvement, landscaping, fencing and structures in the acquisition area. Any items remaining in the acquisition area at construction shall be removed by the City with no further compensation of the owner. It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER:

By: Joseph R. Greene
Joseph R. Greene

By: Julie K. Greene
Julie K. Greene

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Joseph R. Greene and Julie K. Greene

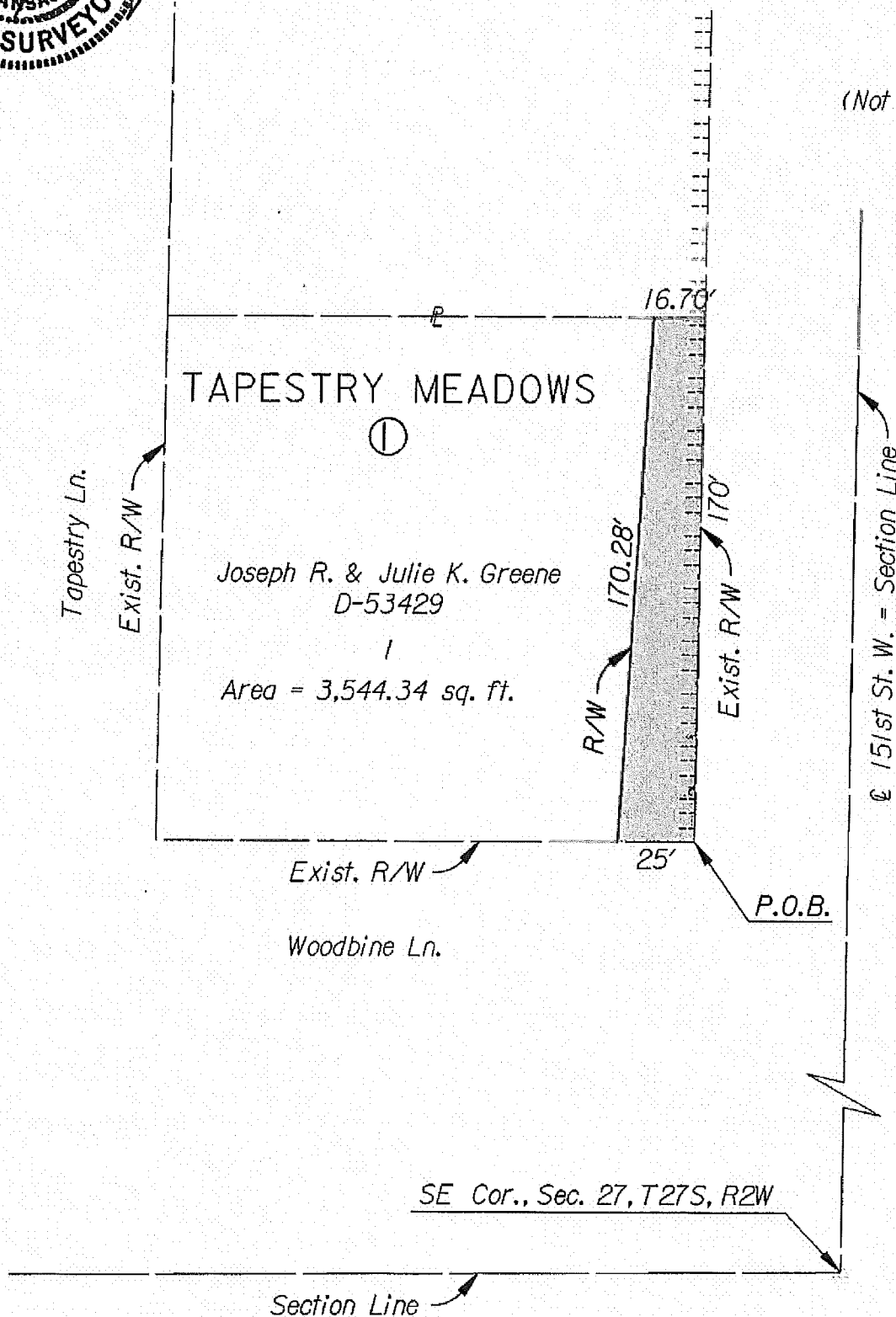
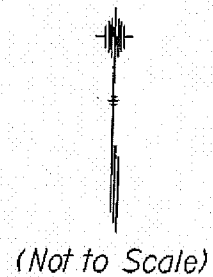
If mortgage or other liens, show names of holders:

Bank of America, N.A., filed 2816-5654

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

Tract #3A - D-53429
Easement for Right of Way

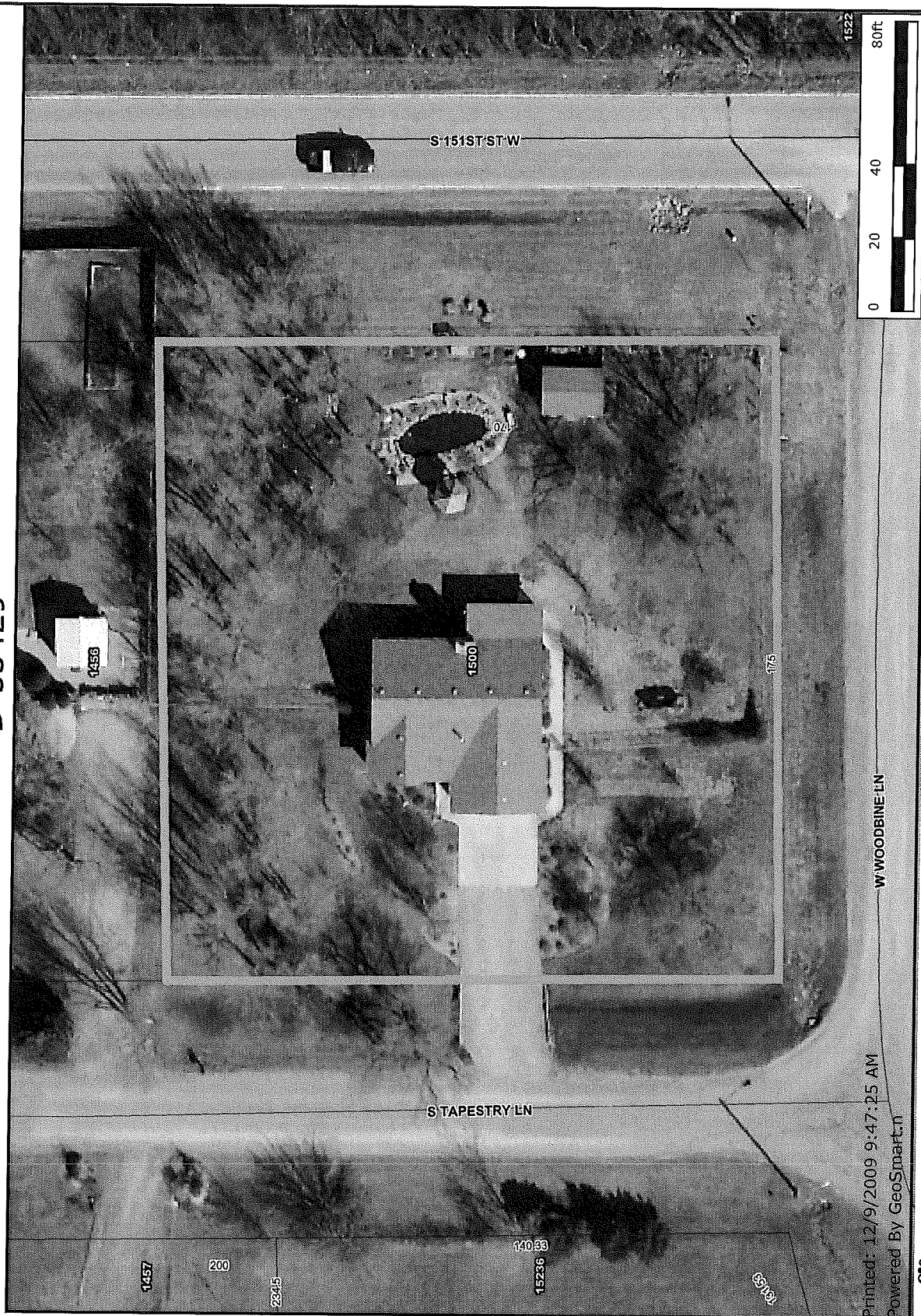




1500 S Tapestry Ln

D-53429

- Selected Features
- Property Parcels
- Roads**
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp
- Railroads**
 - Railroad



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting

October 18, 2011

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure
District I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolution to schedule the required City Council public hearing to consider condemnation of the structure at 1546 North Grove, which has been deemed dangerous and unsafe per Kansas State Statutes.

Background: On October 3, 2011, the Board of Code Standards and Appeals conducted a hearing on the property listed below. The building on the property is considered a dangerous and unsafe structure per State Statutes and local ordinances, and is being presented in order to schedule a condemnation hearing before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous building on this property.

Analysis: Minimum Housing Code violation notices have been issued on the structure; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous building.

Property Address

a. 1546 North Grove

Council District

I

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structure has defects that under Ordinance No. 28-251 of the Code of the City of Wichita cause it to be deemed as a dangerous and unsafe building for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolution to schedule a public hearing before the City Council on December 6, 2011 at 9:30 a.m. or soon thereafter, to consider condemnation of the structure deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 21 AND 28, 2011

RESOLUTION NO. 11-249

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 21, MCCOOL & LAMBE'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS 1546 N GROVE MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 18th day of October 2011, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 6th day of December 2011, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 21, MCCOOL & LAMBE'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 1546 N GROVE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one and one half story frame dwelling about 44 x 24 feet in size. Vacant and open, this structure has shifting and cracking concrete block basement walls; sagging composition roof; deteriorated front porch; and the wood trim and framing members are deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 18th day of October 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1546 N GROVE** and legally described as: **LOT 21, MCCOOL & LAMBE'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **December 6, 2011** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one and one half story frame dwelling about 44 x 24 feet in size. Vacant and open, this structure has shifting and cracking concrete block basement walls; sagging composition roof; deteriorated front porch; and the wood trim and framing members are deteriorated.

(b) Street Address: 1546 N GROVE

(c) Owners:
James L Fairley
520 N Volutsia
Wichita KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney
301 N Main #1600
Wichita KS 67202

State of Kansas (SRS)
130 E William
Wichita KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: October 4, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1546 N GROVE

LEGAL DESCRIPTION: LOT 21, MCCOOL & LAMBE'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one and one half story frame dwelling about 44 x 24 feet in size. Vacant and open, this structure has shifting and cracking concrete block basement walls; sagging composition roof; deteriorated front porch; and the wood trim and framing members are deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

PUBLISHED IN THE WICHITA EAGLE ON
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOT 21, MCCOOL & LAMBE'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS** KNOWN AS **1546 N GROVE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **18th day of October 2011**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **6th day of December 2011**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 21, MCCOOL & LAMBE'S ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 1546 N GROVE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one and one half story frame dwelling about 44 x 24 feet in size. Vacant and open, this structure has shifting and cracking concrete block basement walls; sagging composition roof; deteriorated front porch; and the wood trim and framing members are deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **18th day of October 2011**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
October 18, 2011

TO: Mayor and City Council

SUBJECT: Screwlift Pump Station Improvements (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Receive and file to clarify and correct the overall total budget for the project.

Background: Phase I improvements to the Lower Arkansas River Water Quality Reclamation Facility were completed in June 2010. The improvements provided temporary relief by utilizing the secondary main pump station to compensate for screwlift pump equipment failures. On September 14, 2010, the City Council authorized staff to pursue Phase II improvements using the design-build methodology. On August 23, 2011, the City Council awarded the contract for the Phase II improvements to Dondlinger and Sons Construction Company, Inc.

Analysis: The agenda report that was considered by the City Council on August 23, 2011 was not consistent with the resolution and notice of intent (NOI). No additional funding authorization is necessary. The recommended action only clarifies the previous authorized project expenditures and bonding resolution for purposes of bonding. There will be no material change in the project scope or cost.

Financial Considerations: On April 6, 2010, the City Council approved \$429,000 for Phase I improvements of the Screw Pumps (S-017). An additional \$500,000 was authorized by the City Council on September 14, 2010 to be transferred from Four Mile Creek Plant Improvements Phase 2 (S-530) to fund the Screwlift Pump Phase II improvements. On August 23, 2011, the City Council approved an additional \$150,000 for a total budget of \$1,079,000.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing reliable, compliant and secure utilities.

Legal Considerations: The Law Department approved the original bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council receive and file to clarify and correct the overall total budget for the project.

City of Wichita
City Council Meeting
October 18, 2011

TO: Mayor and City Council

SUBJECT: Purchase Option (Shores, LP) (District III)

INITIATED BY: Urban Development Office

AGENDA: Consent Agenda

Recommendation: Adopt the Resolution.

Background: On April 12, 1994, the City Council approved the issuance of Multifamily Housing Refunding Revenue Bonds, Series XI, 1994 in the amount not to exceed \$8,000,000 to Shores, LP for the refunding of bonds issued in 1985 to finance construction of an apartment complex at 2701 South Emporia in south Wichita. The complex provides housing for senior citizens with a minimum of 20% of units dedicated to low income housing.

Under the provisions of the 1994 Lease Agreement for the bond series, Shores, LP has the option, if all outstanding bonds have been paid, to purchase the facility from the City of Wichita for the sum of \$1,000. Shores, LP had a buyer for the property in January 2010 and requested that the property be deeded back to the partnership. On January 26, 2010, the Wichita City Council voted to deed the property back to Shores, LP, but the sale transaction did not materialize so the deed remained with the City. On September 29, 2011, staff received the purchase fee and notice from Shores, LP of the company's intent to exercise its purchase option. Shores, LP has once again entered into a contract to sell the property is requesting to have the property deeded back to it.

Analysis: Under the terms of the Lease, the City is required to convey the property securing the IRB issue to the Tenant, once the Tenant has paid the purchase price and other considerations as listed under the provisions of the Lease Agreement, including the payment of all outstanding bonds. The Land Use Restriction Agreement relating to the Multifamily Housing Revenue Bonds will be terminated and released.

Financial Considerations: The purchase price is \$1,000 and other considerations as listed under the provision of the Lease Agreement and Indenture to redeem and retire or defease all outstanding bonds. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant by Special Warranty Deed, once all the conditions established in the Lease and Indenture have been met. The Law Department has approved as to form the attached Resolution to authorize the execution of the Special Warranty Deed, Termination and Release of LURA, Bill of Sale and the Termination of Lease Agreement (each in substantially the form attached to the Resolution).

Recommendations/Actions: It is recommended that City Council adopt the Resolution authorizing the Special Warranty Deed, Termination and Release of LURA, Bill of Sale and the Termination of Lease Agreement for Shores LP and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination of Lease, Termination and Release of LURA, Bill of Sale

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Thousand Dollars (\$1000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the “Grantor”), does grant, sell, transfer and deliver unto Shores, L.P., a Kansas limited partnership (the “Grantee”), all of its interest in the following goods and chattels, viz:

All buildings, improvements, machinery, equipment, and other personal property purchased with the proceeds of the City of Wichita's Floating Rate Monthly Demand Multifamily Revenue Bonds (Shores, Inc.) Series V, 1985 as refinanced by the City of Wichita's Multifamily Housing Revenue Refunding Bonds (The Shores Apartments Project) Series X1-A, 1994 in an aggregate principal amount of \$7,000,00 and its subordinate Multifamily Housing Revenue Refunding Bonds (The Shores Apartments Project) Series X1-B, 1994 in an aggregate principal amount of \$1,000,000.

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented, including a certain Land Use Restriction Agreement, dated as of December 1, 1996, as amended; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of October, 2011.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of October, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita, Kansas, as the free act of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

TERMINATION OF LEASE AGREEMENT

This TERMINATION OF LEASE AGREEMENT (the "Agreement") is made by and between the City of Wichita, Kansas, a municipal corporation, of Sedgwick County, Kansas (the "City"), and Shores, L.P., a Kansas limited partnership (the "Tenant"). Unless a definition is otherwise provided in this Agreement, the capitalized terms used in this Agreement shall have the same meanings ascribed to them in the Lease as defined below.

WITNESSETH

WHEREAS, the City has previously issued its Multifamily Housing Revenue Refunding Bonds, (The Shores Apartments Project) Series X1-A, 1994 in an aggregate principal amount of \$7,000,000 and its subordinate multifamily housing revenue refunding bonds (The Shores Apartments Project) Series X1-B 1994 in an aggregate principal amount of \$1,000,000 for the purpose of refunding the City's floating rate monthly demand multifamily revenue bonds (Shores, Inc.) Series V, 1985 (the "Bonds").

WHEREAS, the Bonds were issued pursuant to Ordinance No. 42-515 passed and approved by the governing body of the City on October 25, 1994 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Issuer"), and Shores, L.P. as lessee (the "Tenant"), entered into a Lease Agreement dated as of October 1, 1994 (the "Lease"), a notice of which was filed of record at Film 1484, Page 1437 in the records of the Sedgwick County Register of Deeds;

WHEREAS, the Tenant will pay in full, all of the outstanding Bonds on or before December 1, 2011 pursuant to terms of the Ordinance; and

WHEREAS, concurrently upon the payment in full of all of the Bonds, the Tenant requests that the City convey title to the Project to Tenant following such payment and the payment of the sum of \$1,000 and all other payments required by Section 8.4 of the Lease;

NOW, THEREFORE, THE CITY DOES HEREBY STATE AND DECLARE that as of the date of delivery hereof the Lease and the Notice thereof shall terminate and be of no further force and effect. The property located in Sedgwick County, Kansas, affected by the Lease and this

Termination of Lease is described in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties named above have caused this Termination of Lease to be duly executed in their respective names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, as of October ____, 2011.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this _____ day of October, 2011 before me, the undersigned, a Notary Public in and for said State, came Carl Brewer and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged that they executed the foregoing instrument in writing as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

[SEAL]

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf, Director of Law

SHORES, L.P.

By _____

Its: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this _____ day of October, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they are the representative of Shores, L.P., and have signed the foregoing instrument in writing on behalf of said company as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

[SEAL]

My Appointment Expires:

Exhibit A

Lot 1, except that part of said Lot 1 described as beginning at the Northwest corner of said Lot 1, thence N 89 deg. 16'00" E, 852.90 feet; thence S 89 deg. 16'00" W, 193.67 feet; thence S 00 deg. 44'00" E, 35.15 feet; thence S 11 deg. 59'35" W, 112.63 feet; thence S 27 deg. 21'00" W, 129.34 feet; thence S 00 deg. 36'25" W 96.05 feet; thence S 17 deg. 35'19" E, 179.42 feet; thence S 25 deg. 59'58" W, 300.00 feet; thence S 45 deg. 59'58" W, 100.00 feet; thence N 44 deg. 00'02" W 550.90 feet; thence N 49 deg. 32'41" W, 70.15 feet; thence N 39 deg. 16'00" E, 300.00 feet; thence N 30 deg. 01'12" E, 62.37 feet; thence N 00 deg. 44'00" W, 159.19 feet; thence S 89 deg. 16'00" W, 30.00 feet; thence N 00 deg. 44'00" W, 125.00 feet; thence S 89 deg. 16'00" W, 120.00 feet, thence N 00 deg. 44'00" W, 64.00 feet to the point of beginning,
Block A, Kinkaid Park Fifth Addition to Wichita, Sedgwick County, Kansas.

RESOLUTION NO. 11-244

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CONVEY CERTAIN REAL PROPERTY TO SHORES, L.P., AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City has previously issued its Multifamily Housing Revenue Refunding Bonds (The Shores Apartments Project) Series X1-A, 1994 in an aggregate principal amount of \$7,000,000 and its subordinate multifamily housing revenue refunding bonds (The Shores Apartments Project) Series X1-B 1994 in an aggregate principal amount of \$1,000,000 for the purpose of refunding the City's floating rate monthly demand multifamily revenue bonds (Shores, Inc.) Series V, 1985 (the "Bonds");

WHEREAS, the Bonds were issued pursuant to Ordinance No. 42-515 passed and approved by the governing body of the City on October 25, 1994 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Landlord"), and Shores, L.P., as lessee (the "Lessee"), entered into a Lease Agreement dated as of October 1, 1994, (the "Lease"), a notice of which was filed of record at Film 1484, Page 1437 in the records of the Sedgwick County Register of Deeds; and

WHEREAS, the Lessee will pay in full, on or before December 1, 2011, all of the Bonds; and

WHEREAS, following the payment in full of all of the Bonds, the Developer has requested that the City convey title to the Project to Shores, L.P., following the payment of the sum of \$1,000 and all other payments required by Section 8.4 of the Lease;

WHEREAS, the City desires to convey said Project to the Developer upon satisfaction of the conditions specified herein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Approval of Conveyance. The conveyance by the City of the personal property described in the Bill of Sale attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) is hereby approved, upon the terms and conditions set forth herein.

Section 2. Authorization of Documents. The governing body hereby authorizes and approves the Termination of Lease Agreement, attached hereto as Exhibit A, and the Special Warranty Deed, attached hereto as Exhibit B, and the Termination and Release of Land Use Restriction Agreement attached hereto as Exhibit C in substantially the forms presented to and reviewed by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 3. Execution of Documents. The Mayor is hereby authorized and directed to execute the Termination of Lease Agreement, Termination and Release of Land Use Restriction Agreement, Special Warranty Deed and the Bill of Sale, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City.

Section 4. Delivery of Documents. The Mayor, City Clerk, or other staff of the City, is hereby authorized and directed to deliver the Termination of Lease Agreement, Termination and Release of Land Use Restriction Agreement, Special Warranty Deed and the Bill of Sale conditioned upon satisfactory evidence that the Tenant has made payment of (i) any fees due the Paying Agent; (ii) any other payments required by Section 8.4 of the Lease; and, (iii) \$1000, as required by the Lease, and an appropriate certification by the Paying Agent as to the redemption and payment of all the Bonds.

Section 5. Further Authority. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, this 18th day of October, 2011.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of October, 2011, by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the “Grantor”), and Shores, L.P. (the “Grantee”).

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor’s interest in the property situated in Sedgwick County, Kansas, specifically described on Exhibit A attached hereto and incorporated hereby.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or its predecessor or to the creation or suffering of which the Grantee or its predecessor has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee or its predecessor to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the _____ day of October, 2011.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this ____ day of October, 2011, before me, a notary public in and for said County and State, came Carl A. Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the "City"), and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

Exhibit A

Lot 1, except that part of said Lot 1 described as beginning at the Northwest corner of said Lot 1, thence N 89 deg. 16'00" E, 852.90 feet; thence S 89 deg. 16'00" W, 193.67 feet; thence S 00 deg. 44'00" E, 35.15 feet; thence S 11 deg. 59'35" W, 112.63 feet; thence S 27 deg. 21'00" W, 129.34 feet; thence S 00 deg. 36'25" W 96.05 feet; thence S 17 deg. 35'19" E, 179.42 feet; thence S 25 deg. 59'58" W, 300.00 feet; thence S 45 deg. 59'58" W, 100.00 feet; thence N 44 deg. 00'02" W 550.90 feet; thence N 49 deg. 32'41" W, 70.15 feet; thence N 39 deg. 16'00" E, 300.00 feet; thence N 30 deg. 01'12" E, 62.37 feet; thence N 00 deg. 44'00" W, 159.19 feet; thence S 89 deg. 16'00" W, 30.00 feet; thence N 00 deg. 44'00" W, 125.00 feet; thence S 89 deg. 16'00" W, 120.00 feet, thence N 00 deg. 44'00" W, 64.00 feet to the point of beginning, Block A, Kinkaid Park Fifth Addition to Wichita, Sedgwick County, Kansas.

**TERMINATION AND RELEASE OF AMENDED AND RESTATED
LAND USE RESTRICTION AGREEMENT**

This TERMINATION AND RELEASE OF AMENDED AND RESTATED LAND USE RESTRICTION AGREEMENT (the "Agreement") is made by and between the City of Wichita, Kansas, a municipal corporation, of Sedgwick County, Kansas (the "City"), and Shores, L.P., a Kansas limited partnership ("Shores"). Unless a definition is otherwise provided herein, the capitalized terms used herein shall have the same meanings ascribed to them in the Agreement.

WITNESSETH

WHEREAS, the City has previously issued its Multifamily Housing Revenue Refunding Bonds, (The Shores Apartments Project) Series X1-A, 1994 in an aggregate principal amount of \$7,000,000 and its subordinate multifamily housing revenue refunding bonds (The Shores Apartments Project) Series X1-B 1994 in an aggregate principal amount of \$1,000,000 for the purpose of refunding the City's floating rate monthly demand multifamily revenue bonds (Shores, Inc.) Series V, 1985 (the "Bonds");

WHEREAS, the Bonds were issued pursuant to Ordinance No. 42-515 passed and approved by the governing body of the City on October 25, 1994 (the "Ordinance");

WHEREAS, in connection with the issuance of the Bonds, a Land Use Restriction Agreement was recorded on Film 720, Page 878 in the records of the Sedgwick County Register of Deeds, as amended by an Amended and Restated Land Use Restriction Agreement recorded on Film 1484, Page 1444 in the records of the Sedgwick County Register of Deeds ("Agreement");

WHEREAS, the Tenant will pay in full all of the outstanding Bonds on or before December 1, 2011 pursuant to terms of the Ordinance; and

WHEREAS, concurrently upon the payment in full of all of the Bonds, the Tenant requests that the City terminate and release the Agreement following such payment and the payment of the sum of \$1,000 and all other payments required by Section 8.4 of the Lease;

NOW, THEREFORE, THE CITY DOES HEREBY STATE AND DECLARE that as of the date of delivery hereof the Amended and Restated Land Use Restriction Agreement shall terminate and be of no further force and effect. The property located in Sedgwick County, Kansas, affected by the Lease and this Termination of Lease is described in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties named above have caused this Termination and Release to be duly executed in their respective names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, as of October __, 2011.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this _____ day of October, 2011 before me, the undersigned, a Notary Public in and for said State, came Carl Brewer and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged that they executed the foregoing instrument in writing as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

[SEAL]

My Appointment Expires:

Approved as to Form:

Exhibit A

Lot 1, except that part of said Lot 1 described as beginning at the Northwest corner of said Lot 1, thence N 89 deg. 16'00" E, 852.90 feet; thence S 89 deg. 16'00" W, 193.67 feet; thence S 00 deg. 44'00" E, 35.15 feet; thence S 11 deg. 59'35" W, 112.63 feet; thence S 27 deg. 21'00" W, 129.34 feet; thence S 00 deg. 36'25" W 96.05 feet; thence S 17 deg. 35'19" E, 179.42 feet; thence S 25 deg. 59'58" W, 300.00 feet; thence S 45 deg. 59'58" W, 100.00 feet; thence N 44 deg. 00'02" W 550.90 feet; thence N 49 deg. 32'41" W, 70.15 feet; thence N 39 deg. 16'00" E, 300.00 feet; thence N 30 deg. 01'12" E, 62.37 feet; thence N 00 deg. 44'00" W, 159.19 feet; thence S 89 deg. 16'00" W, 30.00 feet; thence N 00 deg. 44'00" W, 125.00 feet; thence S 89 deg. 16'00" W, 120.00 feet, thence N 00 deg. 44'00" W, 64.00 feet to the point of beginning, Block A, Kinkaid Park Fifth Addition to Wichita, Sedgwick County, Kansas.

City of Wichita
City Council Meeting
October 18, 2011

TO: Mayor and City Council

SUBJECT: Purchase Option (Four-G, LLC) (District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent Agenda

Recommendation: Adopt the Resolution and authorize necessary signatures.

Background: On May 24, 2011, the City Council approved the issuance of industrial revenue bonds (IRBs) in an amount not-to-exceed \$9,574,000, for the benefit of Four-G, LLC to promote the development of a Marriott Fairfield Inn and Suites Hotel as part of the WaterWalk Redevelopment Project, located immediately south of the WaterWalk Place at the northwest corner of Main Street and Dewey Avenue in Downtown Wichita. The IRB financing was the basis for granting a sales tax exemption on construction materials and hotel furnishing and equipment financed by the IRBs.

Under the provisions of the 2011 Lease Agreement for the bond series, Four-G, LLC has the option, if all outstanding bonds have been paid, to purchase the facility from the City of Wichita for the sum of \$1,000. Four-G, LLC intends to redeem all outstanding bonds on November 16, 2011.

Analysis: Four-G, LLC is wholly owned by Jim Korroch who has developed and owns three other Marriott hotels in Wichita, including the Courtyard by Marriott Hotel in Old Town, and the Residence Inn and the Springhill Inn and Suites hotels in the Plazzio development at 13th Street North and Greenwich Road. The hotel is a limited service hotel with 130 rooms, an indoor pool and fitness center, a lobby bar and dining room.

Under the terms of the Lease, the City is required to convey the property securing the IRB issue to the Tenant, once the Tenant has paid the purchase price and other considerations as listed under the provisions of the Lease Agreement, including the payment of all outstanding bonds.

Financial Considerations: The purchase price is \$1,000 and other considerations as listed under the provision of the Lease Agreement and Indenture to redeem and retire or defease all outstanding bonds. This price includes without limitations, principal, interest, redemption premium, and all other expenses of redemption, and trustee fees, but after the deduction of any amounts described and provided for in the Lease Agreement and available for such redemption.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City's IRB program for future projects.

Legal Considerations: The City is contractually bound to convey the IRB Project property to the Tenant by Special Warranty Deed, once all the conditions established in the Lease and Indenture have been met. The City Attorney's Office has approved the form of the attached Resolution to authorize the execution of the Special Warranty Deed, Bill of Sale and the Termination of Lease Agreement (each in substantially the form attached to the Resolution).

Four-G, LLC Purchase option

October 18, 2011

Page 2

Recommendations/Actions: It is recommended that City Council adopt the Resolution authorizing the Special Warranty Deed, Bill of Sale and the Termination of Lease Agreement for Four-G, LLC and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination of Lease, Bill of Sale

RESOLUTION NO. 11-245

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CONVEY CERTAIN PROPERTY AND EXECUTE AND DELIVERY CERTAIN DOCUMENTS IN CONNECTION WITH THE EXERCISE OF A PURCHASE OPTION BY FOUR-G, LLC.

WHEREAS, pursuant to the Waterwalk Ground Lease No. 4 dated as of June 30, 2010 (the “Original Lease”), the City of Wichita, Kansas (the “City”), has previously leased certain land owned by the City (the “Premises” as defined in the hereinafter described Lease) to Four-G, LLC, a Kansas limited liability company (the “Tenant”); and

WHEREAS, the City has also previously issued its Industrial Revenue Bonds, Series II, 2011 (Four-G, LLC) (Taxable Under Federal Law) (the “Bonds”), in the aggregate principal amount not to exceed \$9,574,400, for the purpose of acquiring, constructing and equipping a facility to be used for commercial purposes and located on the Premises (the “Bond Improvements”); and

WHEREAS, the Bonds were issued pursuant to an Ordinance passed and approved by the Governing Body of the City on May 24, 2011 (the “Ordinance”), and a Trust Indenture dated as of June 1, 2011 (the “Indenture”), between the City and UMB Bank, N.A., as trustee (the “Trustee”); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor, and the Tenant entered into a First Amendment to Waterwalk Ground Lease No. 4 dated as of June 1, 2011 (the “Lease Amendment”) (the Original Lease and Lease Amendment are referred to collectively herein as the “Lease”); and

WHEREAS, the City’s interest in the Lease (except for certain rights) was assigned to the Trustee pursuant to an Assignment of Lease dated June 1, 2011; and

WHEREAS, the Tenant has provided notice to the City: (a) to instruct the Trustee to redeem all of the outstanding Bonds on November 16, 2011, or as soon thereafter as is practicable (the “Redemption Date”), and (b) that it intends to exercise its option to purchase the Bond Improvements on the Redemption Date; and

WHEREAS, Sections 3.02 and 3.04 of the Indenture provide that the Bonds may be redeemed at any time upon compliance with the provisions therein including receipt of not less than 45 days notice of redemption by the Trustee and not less than 30 days notice of redemption by the owners of the Bonds; and

WHEREAS, the Trustee and the owners of the Bonds have indicated their intent to waive the notice time period set forth in the Indenture to permit the redemption of the Bonds on the Redemption Date; and

WHEREAS, Section 14.1 of the Lease Amendment provides that the Tenant may exercise its option to purchase the Bond Improvements at any time upon compliance with the provisions therein including receipt of not less than 30 days notice of the intent to exercise such option by the City; and

WHEREAS, the Tenant has requested the City waive any further notice of the redemption of the Bonds and exercise of the purchase option, execute a Special Warranty Deed and Bill of Sale conveying the Bond Improvements to the Tenant in accordance with the provisions of the Lease and to execute a Termination of Lease Amendment among the City, the Trustee and the Tenant;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Subject to Section 2 of this Resolution, the City waives any further notice of the redemption of the Bonds and of the exercise of the Tenant's option to purchase the Bond Improvements on the Redemption Date, and the Mayor is hereby authorized and directed to execute and deliver a Special Warranty Deed, Bill of Sale and Termination of Lease Amendment (the "Purchase Option Documents") in substantially the forms on file with the City Clerk, with such corrections or amendments thereto as the Mayor may approve, which approval shall be evidenced by his execution thereof, and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution. The City Clerk is hereby authorized and directed to attest the execution of the Purchase Option Documents and execute or attest such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Resolution under the City's official seal.

Section 2. The Purchase Option Documents shall not be released until the City receives: (a) a certification from the Trustee to the effect that the Bonds have been cancelled in accordance with the Indenture on the Redemption Date, and that the Trustee waives any further notice of the redemption of the Bonds; (b) receipt by the City Clerk of a check to the City from the Tenant in the amount of \$1,000 for the purchase option price; (c) receipt by the Trustee and Bond Counsel of payment from the Tenant of any fees and expenses related to the redemption of the Bonds and exercise of the purchase option under the Lease; and (d) such further certifications that the City Attorney or Bond Counsel may reasonable require.

Section 3. This Resolution shall be in full force and effect from and after its adoption by the Governing Body of the City.

(Remainder of Page Intentionally Left Blank)

ADOPTED by the Governing Body of the City of Wichita, Kansas, this October 18th, 2011.

(Seal)

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, the undersigned, (the "Grantor"), the City of Wichita, Kansas, a municipal corporation, does grant, sell, transfer and deliver unto Four-G, LLC, Kansas limited liability company (the "Grantee"), all of said Grantor's interest in the property described in **Exhibit A** attached hereto and made a part hereof by this reference.

And the said Grantor hereby covenants with the said Grantee that its interest in such property is free from all encumbrances except (i) those transfers, liens and encumbrances to which title to the described property was subject when conveyed to the Grantor; (ii) those transfers, liens and encumbrances created by the Grantee or to the creation of suffering of which Grantee has consented; and (iii) those transfers, liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and that it will warrant and defend the same against the lawful claims and demand of all persons claiming through the Grantor.

[Remainder of this page left blank intentionally]

Executed by authority of the Governing Body of the City of Wichita, Kansas, for delivery on or after November 16, 2011.

CITY OF WICHITA, KANSAS,
as Issuer

By: _____
Carl Brewer
Mayor

[SEAL]

ATTEST:

By: _____
Karen Sublett
City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____, 2011, before me, the undersigned, a Notary Public in and for said County and State, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

EXHIBIT A

Personal property purchased with Bond proceeds

(see attachment)

A Real Estate Sales Questionnaire is not required because this deed is made solely for the purpose of securing or releasing security for a debt or other obligation. See K.S.A. 79-1437e(a)(2).

SPECIAL WARRANTY DEED

THIS INDENTURE is made on this November 16, 2011, by and between the CITY OF WICHITA, KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas ("Grantor"), and FOUR-G, LLC, a Kansas limited liability company ("Grantee").

WITNESSETH, THAT GRANTOR, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee (the receipt of which is hereby acknowledged) does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto Grantee, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situated in the County of Sedgwick, State of Kansas, to-wit:

Commencing at the easterly most south corner of Lot 1, Block 5, Waterwalk Phase 2 Addition, an addition to Wichita, Sedgwick County, Kansas; thence N 00°00'13" W, along the east line of said Lot 1, 207.88 feet; thence S 89°59'47" W, perpendicular to said east line, 12.50 feet for a place of beginning; thence S 00°00'13" E, parallel with said east line, 140.51 feet; thence S 45°00'00" W, 76.25 feet; thence S 89°59'47" W, parallel with the south line of said Lot 1, 119.26 feet; thence N 35°19'20" W, 21.48 feet; thence N 00°00'13" W, parallel with said east line, 176.40 feet; thence N 89°59'47" E, parallel with said south line, 26.26 feet; thence N 00°00'13" W, parallel with said east line, 0.50 feet; thence N 89°59'47" E, parallel with said south line, 159.33 feet to the place of beginning.

SUBJECT TO: (a) easements, rights-of-way, agreements, restrictions, covenants, mortgages, deeds of trust, reservations and other encumbrances of record, if any; (b) existing leases, tenancies and zoning laws; (c) taxes and assessments, general and special, not now due and payable; and (d) the rights of the public in and to any parts of the premises lying or being in public roads or alleys or highways.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anyway appertaining unto said Grantee and unto its successors and assigns forever; Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that said premises are free and clear from any encumbrances done or

suffered by it, except as above stated; and that it will warrant and defend the title of the said premises unto Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, except as set forth above.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be signed by an authorized officer, such signature to be attested by an authorized officer, and its seal (if any) to be applied, as of the date first above written.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

By: _____
Karen Sublett, City Clerk

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____, 2011, before me, a notary public in and for said county and state, came Carl Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

(Seal)

My Commission Expires:

TERMINATION OF LEASE AMENDMENT

The undersigned, City of Wichita, Kansas (the “City”), Four-G, LLC (the “Tenant”), and UMB Bank, N.A., as trustee, under a Trust Indenture between the City and the Trustee dated as of June 1, 2011, hereby agree that in connection with the First Amendment to Waterwalk Ground Lease No. 4 dated as of June 1, 2011 (the “Lease Amendment”), between the City and the Tenant, and as referenced in the Memorandum of Lease Amendment dated as of June 1, 2011, between the City and the Tenant and recorded in the office of the Register of Deeds of Wichita County, Kansas on June 27, 2011, DOC.*/FLM-PG: 29225819, which relates to the Bond Improvements (as further defined in the Lease Amendment) located on the real property described in Exhibit A attached hereto, all right, title and interest and all obligation or liability under such Lease Amendment is released, terminated and discharged.

This Termination of Lease Amendment may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Dated November 16, 2011.

IN WITNESS HEREOF, the City has caused this Termination of Lease Amendment to be executed by an authorized officer as of the date first written above.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

(Seal)

ATTEST:

By _____
Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on _____, 2011, by Carl Brewer, Mayor, and Karen Sublett, City Clerk, respectively, of the City of Wichita, Kansas, a municipal corporation and political subdivision of the State of Kansas.

(Seal)

Notary Public

My Appointment Expires _____

IN WITNESS HEREOF, the Tenant has caused this Termination of Lease Amendment to be executed by an authorized officer as of the date first written above.

FOUR-G, LLC
a Kansas limited liability company

By _____
James E. Korroch, Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on _____, 2011, by James E. Korroch, as Manager, on behalf of Four-G, LLC, a Kansas limited liability company.

(Seal)

Notary Public

IN WITNESS HEREOF, the Trustee has caused this Termination of Lease Amendment to be executed by an authorized officer as of the date first written above.

(Seal)

UMB BANK, N.A.
Wichita, Kansas, as Trustee

By _____
Wm. Randall Summers, Sr. Vice President

ATTEST:

Bonnie Mosher, Vice President

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on _____, by Wm. Randall Summers, as Sr. Vice President, and Bonnie Mosher, as Vice President, on behalf of UMB Bank, N.A., a national banking association.

(Seal)

Notary Public
Typed or printed name: _____

EXHIBIT A

The following described land in Sedgwick County, Kansas:

Commencing at the easterly most south corner of Lot 1, Block 5, Waterwalk Phase 2 Addition, an addition to Wichita, Sedgwick County, Kansas; thence N 00°00'13" W, along the east line of said Lot 1, 207.88 feet; thence S 89°59'47" W, perpendicular to said east line, 12.50 feet for a place of beginning; thence S 00°00'13" E, parallel with said east line, 140.51 feet; thence S 45°00'00" W, 76.25 feet; thence S 89°59'47" W, parallel with the south line of said Lot 1, 119.26 feet; thence N 35°19'20" W, 21.48 feet; thence N 00°00'13" W, parallel with said east line, 176.40 feet; thence N 89°59'47" E, parallel with said south line, 26.26 feet; thence N 00°00'13" W, parallel with said east line, 0.50 feet; thence N 89°59'47" E, parallel with said south line, 159.33 feet to the place of beginning.

City of Wichita
City Council Meeting

October 18, 2011

To: Mayor and City Council Members

Subject: Private Lot Cleanup Services

Initiated By: Office of Central Inspection

Agenda: Consent

Recommendation: Approve the contracts.

Background: The City of Wichita has contracts for private lot cleanup projects on properties that are in non-compliance with the Nuisance Code (Title 8 of the Code of the City of Wichita). The contracts have expired.

Analysis: A Request for Proposal was sent to 196 potential firms and a pre-proposal conference was held to respond to any questions. Four proposals were received and evaluated, and interviews were conducted. The recommended firms are H. D. Mills and Sons, Inc. at an estimated yearly amount of \$107,550 and T & G Mowing & Excavating, Inc. at an estimated yearly amount of \$108,505, based on unit prices per bid specifications. The selected contractors will bid on each lot cleanup job with a “not to exceed” estimate. The lowest bidder will be awarded the job.

The committee based this recommendation upon the evaluation criteria that was set forth in the proposal. The selected firms have the ability to meet the requirements based upon qualifications, experience and expertise.

Financial Consideration: The approved 2012 Office of Central Inspection budget includes \$125,198 for contracted Lot Cleanup Service from the General Revenue Fund, which covers the estimated 2012 cost for Lot Cleanup Service (per submitted bids).

Goal Impact: Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods, by cleaning properties that are detrimental to Wichita neighborhoods.

Legal Considerations: The Law Department has reviewed and approved the contracts as to form. The contracts will be for one year with two (2) one-year annual renewal options.

Recommendation/Actions: It is recommended that the City Council approve the contracts with H. D. Mills and Sons, Inc. and T & G Mowing & Excavating, Inc., and authorize the necessary signatures.

Attachment: Contracts

**CONTRACT
for
PRIVATE LOT CLEANUP**

BLANKET PURCHASE ORDER NUMBER BP130089

THIS CONTRACT entered into this 18th, day of October, 2011, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **H. D. MILLS AND SONS, INC.** (Vendor Code Number 809437-001), whose principal office is at 2756 S. West Street, Wichita, Kansas, 67217, Telephone Number (316) 942-2031 hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Private Lot Cleanup** (Formal Proposal – FP130053) [Commodity Code Number 98836]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP130053 [Commodity Code Number 98836] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the bid letting process for Formal Proposal Number – FP130053, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay to **VENDOR** the following **unit price** for **Private Lot Cleanup**, Proposal Number FP130053 [Commodity Code Number 98836] for the Department of Central Inspection as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR'S** proposal of August 24, 2011 and as approved by the City Council on October 18, 2011.

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Cost</u>
	Furnish all labor, material, and equipment to provide private lot cleanup:		
1	Labor (to include use of hand tools)	Per Hour	\$25.00
2	Pickup Truck	Per Hour	\$20.00
3	Dump Truck	Per Hour	\$55.00
4	Skid Steer Loader	Per Hour	\$55.00
5	Tractor with Box Blade and Front Scoop	Per Hour	\$40.00
6	Generator to Run Power Tools	Per Hour	\$10.00

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Cost</u>
7	Mowing and Trimming 0 – ½ Acre (0-21,780 Square Feet)	Per Location	\$100.00
8	Mowing and Trimming ½ - 1 Acre (21,781 – through 43,560 Square Feet)	Per Location	\$100.00
9	Mowing and Trimming Over 1 Acre (Over 43,561 Square Feet)	Per Acre	\$200.00
10	Reporting Fee (City to Pay Contractor)	Per Each	\$20.00
11	Materials – Billed at Cost – Plus 10%		
12	Waste Transfer Station Fees – Billed at Cost		

Prices are firm for one year, then escalating / de-escalating.

Billing Terms – Net Thirty (30) Days

3. Liquidated Damages. If the **VENDOR** fails to complete all requirements identified within these specifications **by work order completion date**, it is understood and the **VENDOR** hereby agrees that the amount of **twenty-five dollars (\$25.00) per location for each additional working day** after the specified work order completion date that the work remains incomplete. For each location, all charges for liquidated damages shall be deducted from contractor payments at the time of completion. A working day shall be considered any day (excluding Sundays and City observed holidays) upon which the contractor can physically and legally prosecute the work under the provisions of these specifications. **VENDOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **VENDOR** (e.g., acts of God, wars, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **VENDOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance and the **VENDOR** must re-negotiate delivery schedules.

4. Term. The term of this contract shall be from **November 1, 2011 through October 31, 2012**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

5. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability

Covering premises---operations, xcu hazards when applicable,
Product/Completed Operations, Broad Form Property Damage and Contractual
Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
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2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
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3. Workers' Compensation

Statutory

Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease
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6. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

7. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

9. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

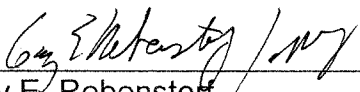
CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

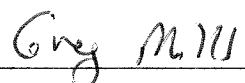
H. D. MILLS AND SONS, INC.



Gary E. Rebenstorf
Director of Law



Signature



Print Name

CITY OF WICHITA, KANSAS

Carl G. Brewer, Mayor



Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**CONTRACT
for
PRIVATE LOT CLEANUP**

BLANKET PURCHASE ORDER NUMBER BP130090

THIS CONTRACT entered into this 18th day of October, 2011, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **T&G MOWING & EXCAVATING, INC.** (Vendor Code Number 801792-001), whose principal office is at 29122 West 45th North, Mount Hope, Kansas, 67108, Telephone Number (316) 706-9649 hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Private Lot Cleanup** (Formal Proposal – FP130053) [Commodity Code Number 98836]; and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP130053 [Commodity Code Number 98836] which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the bid letting process for Formal Proposal Number – FP130053, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **VENDOR** the following **unit price** for **Private Lot Cleanup**, Proposal Number FP130053 [Commodity Code Number 98836] for the Department of Central Inspection as shown below as compensation as per the proposal, plans, specifications, addenda and **VENDOR'S** proposal of August 24, 2011 and as approved by the City Council on October 18, 2011.

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Cost</u>
	Furnish all labor, material, and equipment to provide private lot cleanup:		
1	Labor (to include use of hand tools)	Per Hour	\$30.00
2	Pickup Truck	Per Hour	\$20.00
3	Dump Truck	Per Hour	\$55.00
4	Skid Steer Loader	Per Hour	\$55.00
5	Tractor with Box Blade and Front Scoop	Per Hour	\$5.00
6	Generator to Run Power Tools	Per Hour	\$5.00

<u>Item Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Cost</u>
7	Mowing and Trimming 0 – ½ Acre (0-21,780 Square Feet)	Per Location	\$40.00
8	Mowing and Trimming ½ - 1 Acre (21,781 – through 43,560 Square Feet)	Per Location	\$45.00
9	Mowing and Trimming Over 1 Acre (Over 43,561 Square Feet)	Per Acre	\$50.00
10	Reporting Fee (City to Pay Contractor)	Per Each	\$24.00
11	Materials – Billed at Cost – Plus 10%		
12	Waste Transfer Station Fees – Billed at Cost		

Prices are firm for one year, then escalating / de-escalating.

Billing Terms – Net Ten (10) Days

3. Liquidated Damages. If the **VENDOR** fails to complete all requirements identified within these specifications **by work order completion date**, it is understood and the **VENDOR** hereby agrees that the amount of **twenty-five dollars (\$25.00) per location for each additional working day** after the specified work order completion date that the work remains incomplete. For each location, all charges for liquidated damages shall be deducted from contractor payments at the time of completion. A working day shall be considered any day (excluding Sundays and City observed holidays) upon which the contractor can physically and legally prosecute the work under the provisions of these specifications. **VENDOR** will not be liable if performance failure arises out of causes beyond their control and without fault or negligence of the **VENDOR** (e.g., acts of God, wars, fires, floods, freight embargoes). Should a performance failure occur, it will be the responsibility of the **VENDOR** to notify the Purchasing Manager in writing and submit proof of the circumstance responsible for non-performance and the **VENDOR** must re-negotiate delivery schedules.

4. Term. The term of this contract shall be from **November 1, 2011 through October 31, 2012**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

5. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability

Covering premises---operations, xcu hazards when applicable,
Product/Completed Operations, Broad Form Property Damage and Contractual
Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
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2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
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3. Workers' Compensation

Statutory

Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease
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6. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

7. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

8. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

9. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

10. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

11. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:


CITY OF WICHITA, KANSAS

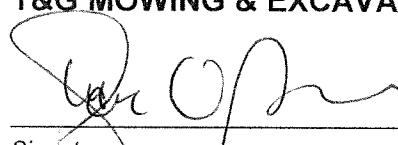
Karen Sublett
City Clerk

Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:

T&G MOWING & EXCAVATING, INC.


Gary E. Rebenstorf
Director of Law


Signature

Grace O. Simon
Print Name

CITY OF WICHITA, KANSAS

Carl G. Brewer, Mayor

President
Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
October 18, 2011**

TO: Mayor and City Council

SUBJECT: Snow and Ice Budget Adjustment (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the budget adjustment.

Background: The 2011 Snow and Ice budget was appropriated \$294,120 in its commodities budget for de-icing materials, plow blades, etc. A total of \$275,713 was spent during the last half of the winter of 2010-2011, leaving a balance of \$18,417 to fund the needs for the first half of the winter of 2011-2012.

Salt storage facilities are currently filled to capacity with 50/50 salt and sand mix. However, purchases of plow blades, curb guards and salt to fill the brine facilities need to be made prior to the first winter storm. If snow and ice storms occur prior to January 1, 2012, that will require use of material. The City Council may be asked to approve additional transfers. It is important that material be adequately funded to ensure the safety of the public and support the local economy.

Analysis: The Snow and Ice commodities budget is in need of funding to make equipment and material purchases and a budget adjustment is needed to address the shortfall. It is requested that the Snow and Ice commodity budget be increased by \$70,729.

ITEM	UNIT	UNIT COST	QUANTITY	TOTAL
Salt	Ton	\$35.57	150	\$5,036.00
Curb Guards	Ea	\$60.00	150	\$9,000.00
5' Plow Blades	Ea	\$104.00	350	\$36,400.00
10' Plow Blades	Ea	\$172.00	225	\$38,700.00
TOTAL				\$89,136.00

Financial Considerations: Funds are available in under expenditures within the Snow and Ice budget.

Goal Impact: This budget adjustment addresses the Safe and Secure Communities goal by insuring the continued safety and mobility of the traveling public, and the Efficient Infrastructure goal by providing dependable, passable highways and streets.

Legal Considerations: All budget adjustments over \$25,000 require City Council approval.

Recommendation/Action: It is recommended that the City Council approve the budget adjustment of \$70,729.

Attachment: None.

City of Wichita
City Council Meeting
October 18, 2011

TO: Mayor and City Council

SUBJECT: Brooks Landfill Construction and Demolition Contract Amendment (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Extend the terms of the existing contract with Herzog Environmental (Herzog) to operate the Brooks Construction & Demolition (C&D) Landfill.

Background: The City of Wichita has operated the Brooks C&D Landfill located at 4100 North West Street, with Herzog being the contractor since 2001. The landfill is permitted by the Kansas Department of Health and Environment to receive C&D waste and friable asbestos. C&D waste includes excess material produced during new construction, renovation, and demolition of buildings and structures, such as bricks, concrete, wood, brush, roofing materials, wall and floor coverings, and drywall. City generated waste includes street sweepings, tree trimmings and C&D debris. The landfill and disposal costs are fully funded with the tipping fees. The current tipping fee is \$25 per ton, with \$11 retained by Herzog, and \$13 retained by the City and \$1 paid to the State of Kansas. Limited landfill capacity and ongoing disposal needs of the City provide necessary cause for the City to study the feasibility and scope of ongoing and future C&D landfill operations.

Analysis: The amended contract with Herzog would become effective upon approval. Staff is requesting a six month extension of the contract under the same terms and conditions to allow continued operations through April 11, 2012. The six month agreement with Herzog allows for defining the scope of ongoing C&D landfill operations and to provide an orderly transition to the future work plan to be determined.

Financial Considerations: Extending the current contract will ensure current operations remain static for a period of six months. The City will increase the tipping fee from \$25 per ton to \$29 per ton. There is one private contractor in the City that currently charges \$29 per ton.

Goal Impact: This project supports the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has approved the contract amendment as to form.

Recommendation/Action: It is recommended that the City Council approve the contract amendment, extend the current contract expiration to April 11, 2012, authorize the necessary signatures and approve increased tipping fee to \$29 per ton.

Attachment: Contract Amendment.

CONTRACT AMENDMENT – BP

THIS CONTRACT AMENDMENT is entered into this day of
by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called “**CITY**”, and
Herzog Environmental, hereinafter called “**CONTRACTOR**”.

WITNESSETH THAT:

WHEREAS, on the 6th day of June, 2001, the above-named parties entered into a contract which stipulated that the Contractor will pay the **City of Wichita** \$9.00 per ton for each ton of waste received at Brooks Construction and Demolition Landfill other than waste received from the City of Wichita, that is as per the bid **BP300125/FP000015** and specifications on June 6, 2001; and subsequently amended on the 20th day of January, 2005. The current Contract states that \$11.00 of the \$25.00 per ton tipping fee is retained by the **CONTRACTOR** operating the facility. Upon the amendment approval, the City will increase the tipping fee from \$25.00 to \$29.00. The Contractor will continue to collect \$11.00 of the revised tipping fee.

WHEREAS, the specifications for the bid **BP300125/FP000015** specified the terms of the contract were to be fulfilled until October 10, 2006 and with one additional five year extension period granted, which shall end on October 10, 2011;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 6th day of June, 2001, with subsequent amendments, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change.

Extend the terms of this Contract until April 10, 2011.

No Arbitration. The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Representative’s Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:

THE CITY OF WICHITA

Janis Edwards
Deputy City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

Signature

Print Signature Name

Exhibit A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants

will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
October 18, 2011

TO: Mayor and City Council

SUBJECT: West Central Improvement and South Broadway Bridge Improvement
(Districts III and V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the revised budgets.

Background: On August 19, 2008, the City Council approved funding to begin acquiring right-of-way for the improvement of Central, between 135th Street West and 119th Street West. On February 15, 2011, the City Council approved funding for right-of-way acquisition and construction of a new Broadway Bridge at 34th Street South. The Wichita Area Metropolitan Planning Organization and the Kansas Department of Transportation have advised that Federal funding is now available for right-of-way acquisition for both projects.

Analysis: The South Broadway Bridge project will consist of a new structure on an improved alignment. The Central improvement provides for a five lane roadway with four through lanes and a center two-way left turn lane.

Financial Considerations: The approved design and right-of-way budget for the Central improvement is \$1,387,000, with the total paid by the City. The proposed revised project budget is \$2,187,000, with \$1,387,000 paid by the City and \$800,000 by Federal grants. The project will be returned to the City Council at a future date for approval of construction funding. The approved budget for the Broadway Bridge is \$14,200,000 with \$9,891,551 paid by the City and \$4,308,449 paid by Federal grants. The proposed revised budget is \$14,200,000 with \$8,760,987 paid by the City and \$5,439,013 by Federal grants. The funding source for the City share is General Obligation Bonds. With the availability of additional Federal funds, a greater portion of the actual project costs will become federally funded.

Goal Impact: These projects address the Efficient Infrastructure goal by improving traffic flow and safety through major transportation corridors.

Legal Considerations: The amending ordinance has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the revised budgets, place the amending ordinances on first reading and authorize the signing of State/Federal agreements as required.

Attachments: CIP sheets and amending ordinance.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USE:

To Initiate Project

To Revise Project

☒

1. Prepare in triplicate.

2. Send original & 2 copies to budget.

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works & Utilities	Eng. & Arch.	9/28/2011	Central, 135th St West-119th St West	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
MS-		2011		
9. Estimated Start Date (As Required)	10. Estimated Completion Date (As Required)	11. Project Revised		
12. Project Cost Estimate				
ITEM	GO	KDOT	ARRA	TOTAL
Right of Way				
Paving, grading & const.	\$1,100,000	\$800,000		\$1,900,000
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Multi-Use Path				
Totals	\$1,387,000	\$800,000		\$2,187,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the budget revision and place the amending ordinance on first reading				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

X

1. Prepare in triplicate.

2. Send original & 2 copies to budget.

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works & Utilities	Eng. & Arch.	9/29/2011	Broadway Bridge at 34th St. South	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
E-		2011		
9. Estimated Start Date (As Required)	10. Estimated Completion Date (As Required)	11. Project Revised		
12. Project Cost Estimate			12A.	
ITEM	CO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & const.				
Bridge	\$8,760,987		\$5,428,013	\$14,200,000
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Multi-Use Path				
Totals	\$8,760,987		\$5,428,013	\$14,200,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the budget revision and place the amending ordinance on first reading				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

	Yes	No
Platting Required	_____	_____
Lot Split	_____	_____
Petition	_____	_____
Ordered by WCC	X	_____

Remarks:

472-84965

Published in the Wichita Eagle on October 28, 2011

ORDINANCE NO. 49-110

AN ORDINANCE AMENDING ORDINANCE NO. 47-971 OF THE CITY OF WICHITA, KANSAS DECLARING CENTRAL AVENUE, BETWEEN 135TH ST. WEST AND 119TH ST. WEST (472-84017) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 1 of Ordinance No. 47-971 is hereby amended to read as follows:

“SECTION 1. SECTION 2 of Ordinance No. 47-729 is hereby amended to read as follows:

“SECTION 2. SECTION 3 of Ordinance No. 46-171 is hereby amended to read as follows:

“SECTION 3. The cost of the construction of the above described improvements is estimated to be Two Million One Hundred Eighty-Seven Dollars (\$2,187,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 2. The original SECTION 1 of Ordinance No. 47-971 is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of October, 2011.

Carl Brewer, Mayor

(SEAL)

ATTEST:

Karen Sublett, City Clerk
APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

**City of Wichita
City Council Meeting
October 18, 2011**

TO: Mayor and City Council Members

SUBJECT: Water and Sewer Utility Refunding Revenue Bond Sale

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The City is planning to offer for sale one series of Water and Sewer Utility Refunding Revenue Bonds (Series 2011A) in an approximate amount of \$123,000,000. The public sale of the bonds is scheduled for 10:00 a.m. C.T. on November 1, 2011, at which time bids will be received and the City Council will award the sale of bonds to the bidder whose proposed interest rates result in the lowest overall cost to the City.

Analysis: State and federal law permits local governments to issue refunding bonds which replace previously issued and currently outstanding bonds. If the bonds being refunded are not currently callable, they can only be refunded with “advance refunding” bonds. Tax-exempt bonds originally issued after the effective date of the 1986 Tax Reform Act can only be advance refunded once.

The Series 2011A Bonds will be issued to refund the Water and Sewer Utility Revenue Bonds, Series 1999 dated July 1, 1999, in the outstanding principal amount of \$7,380,000 and the Water and Sewer Utility Revenue Bonds, Series 2003 dated February 1, 2003, in the outstanding principal amount of \$104,690,000. City of Wichita Ordinance Nos. 44-257 and 45-547 authorized the issuance of the Series 1999 Bonds and 2003 Bonds, respectively. The Series 1999 Bonds are currently callable and the Series 2003 Bonds are callable on October 1, 2013, making the Series 2003 Bonds eligible for advance refunding. The October 1, 2012 through 2028 maturities of the Series 2003 Bonds will be refunded by the Series 2011A Bonds.

Staff has investigated the savings potential from this refunding and has determined that significant savings in debt service costs can be obtained. Based on current market conditions, it is estimated that savings in debt service costs can be realized by the Water and Sewer Utilities, with a net present value benefit of approximately \$8.2 million on the refunding of the Series 1999 and 2003 Bonds.

Due to the complexities of the advance refunding, it is in the best interest of the City to utilize a financial advisor. The financial advisor will aid in the structure, timing, marketing, terms and verification of savings from the refunding on the sale date. Staff proposes the use of a financial consultant, Springsted Incorporated, to assist in the required refunding analysis and bond structuring. Springsted is the financial advisor to Sedgwick County, selected through a competitive selection process.

Financial Considerations: The City of Wichita awards the sale of bonds to the bidder with the lowest true interest cost, or “TIC”. Using TIC to calculate the bids, accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of its present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in a municipality saving money because TIC does not ignore the timing of interest payments.

The Series 2011A Bonds will mature serially through 2028 with principal maturities structured to produce increased savings in the years 2014-2016 and level annual payments of principal and interest for all other years. The bonds will be callable in 2021 at par. Debt service on the Series 2011A Bonds will be paid from the net revenues derived from operation of the City’s Water and Sewer Utilities.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspective Goals through the permanent financing of capital improvements and offering the City’s debt obligations through competitive sale.

Legal Considerations: The Resolution and Official Notice of Sale have been prepared by Bond Counsel and the Resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended the City Council authorize utilization of Springsted, Inc. as the financial advisor in accordance with the terms of the intergovernmental contract established through Sedgwick County and adopt the resolution: 1) authorizing the sale of Water and Sewer Refunding Revenue Bonds; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form “deemed final” for the purpose of the Securities Exchange Commission’s Rule 15c2-12(b)(1), subject to revision, amendment and completion in the final Official Statement; 4) authorizing distribution of the Notice of Sale; and 5) authorizing City staff, in consultation with Bond Counsel, to take such further action reasonably required to implement this Resolution.

Attachments: Resolution
Official Notice of Sale

RESOLUTION NO. 11-246

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE PUBLIC SALE OF WATER AND SEWER UTILITY REFUNDING REVENUE BONDS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. The following bonds (the “Bonds”) of the City of Wichita, Kansas (the “City”), shall be offered at competitive public sale on November 1, 2011, at 10:00 a.m., Central Time, or at such other time and date approved by the Mayor that is the date of a City Council meeting:

Name of Obligation	Series	Approximate Principal Amount
Water and Sewer Utility Refunding Revenue Bonds	2011A	\$123,000,000

Section 2. Bids for the purchase of the Bonds shall be accepted through the *PARITY* Electronic Bid Submission System until 10:00 a.m., Central Time, and will at such time be read aloud and tabulated by City staff. The bids will be considered and Bonds will be awarded to the respective best bidder by the Governing Body at their earliest convenience following the deadline for receipt of the bids on the date of sale; provided, however, that the sale of the Bonds shall be conditioned on receiving a net present value savings acceptable to the Governing Body.

Section 3. The City’s Bond Counsel, Kutak Rock LLP “Bond Counsel”), in conjunction with City staff, are authorized to prepare a notice of sale and preliminary official statement in connection with the offering of the Bonds (the “Notice of Sale and Preliminary Official Statement”) and appropriate officers of the City are authorized to provide the original purchaser of the Bonds with a certification to the effect that the City deems the information contained in the Preliminary Official Statement “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities Exchange Commission, and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable such original purchaser to comply with the requirement of such Rule.

Section 4. City staff is authorized and directed to give notice of the sale of the Bonds by making copies of the Notice of Sale and Preliminary Official Statement available to prospective purchasers of the Bonds.

Section 5. City staff, in consultation with Bond Counsel, is hereby authorized to take such further action reasonably required to implement this Resolution, including, but not limited to, providing, if needed, notice of outstanding bonds being redeemed and paid prior to their maturity with the proceeds of the Bonds and selecting an escrow trustee and a CPA firm for escrow verification.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on October 18, 2011.

(Seal)

Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: _____
Gary E. Rebenstorf, Director of Law

**CITY OF WICHITA, KANSAS
OFFICIAL NOTICE OF SALE**

**\$110,000,000* WATER AND SEWER UTILITY REFUNDING REVENUE BONDS,
SERIES 2011A**

Date, Time and Place of Receiving Bids

Bids will be received by the Director of Finance on behalf of the Governing Body of the City of Wichita, Kansas (the "City"), via *PARITY* electronic bid submission system ("*PARITY*"), until 10:00 a.m. (good faith deposits by 9:30 a.m. as described herein) Central Time, on: **TUESDAY, NOVEMBER 1, 2011** (the "Sale Date"), for the purchase of:

\$110,000,000* principal amount of Water and Sewer Utility Refunding Revenue Bonds, Series 2011A (the "Bonds").

All bids shall be publicly read and tabulated on the date and at the time above indicated and all bids and the tabulations thereof shall thereafter be presented to the Governing Body of the City at their earliest convenience in the Council Chamber at City Hall. The Governing Body will thereupon award the Bonds to the best bidder.

No oral or auction bid for the Bonds shall be considered, and no bid for less than the entire principal amount of the Bonds shall be considered.

Description of Bonds

Bonds. The Bonds shall be issued in the aggregate principal amount of \$110,000,000,* shall bear a Dated Date of November 17, 2011, shall be issued in book-entry-only form, and individual purchases may be made in denominations of \$5,000 or integral multiples thereof. The Bonds shall mature on October 1 in the years and principal amounts as follows:

Maturing October 1	Principal Amount*	Maturing October 1	Principal Amount*
2012	\$ 6,110,000	2021	\$8,305,000
2013	5,750,000	2022	8,660,000
2014	4,005,000	2023	9,085,000
2015	4,235,000	2024	4,115,000
2016	4,460,000	2025	4,610,000
2017	10,245,000	2026	4,625,000
2018	10,895,000	2027	4,635,000
2019	7,435,000	2028	4,875,000
2020	7,955,000		

* Subject to change.

The Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on April 1 and October 1 of each year, commencing October 1, 2012.

Principal Amounts Subject to Change. The City reserves the right to increase or decrease the total principal amount of the issue and the principal amount of any maturity and adjust any bid premium in order to properly size the Bond issue and to obtain debt service savings in each maturity at a level acceptable to the City. The successful bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Bonds as described, and, if requested by the City or the City's Financial Advisor, shall provide the City or the City's Financial Advisor, within 20 minutes of such request, with the initial offering prices of the Bonds to the public. If there is an adjustment in the final aggregate principal amount of the Bonds or premium, the revised schedule of principal payments or premium as described above, the City's Financial Advisor will notify the successful bidder by means of telephone, facsimile transmission or electronic mail. In the event the principal amount of the Bonds is increased or reduced, any premium offered or any discount taken by the successful bidder will be increased or reduced by a percentage equal to the percentage by which the principal amount of the Bonds is increased or reduced.

Redemption of Bonds

Bonds. The Bonds maturing in the years 2012 through 2021, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Bonds maturing October 1, 2022, and thereafter, may be called for redemption and payment prior to their respective maturities on and after October 1, 2021, in whole or in part, at any time. Bonds called for redemption and payment shall be redeemed at a price of par, plus accrued interest to the date established for redemption and payment.

Mandatory Redemption. A bidder may elect to have all or a portion of the Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") scheduled to mature in the latest of those consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth herein, subject to the following conditions: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements, (b) callable and noncallable serial maturities of the Bonds may not be combined in the same Term Bond maturity, and (c) a bidder must indicate the Term Bond election on the bid submitted.

General Redemption Provisions. If less than all of the outstanding Bonds are called for redemption on a specified date, the method of selection of the Bonds to be called shall be designated by the City in such equitable manner as it may determine. In the case of Bonds registered in denominations greater than \$5,000, the City shall treat each \$5,000 of face value as though it were a separate Bond in the denomination of \$5,000.

Written notice of any call for redemption and payment of the Bonds shall be given by the Paying Agent by United States first class mail, not less than 30 days prior to the date established for such redemption and payment, to the Registered Owners of the Bonds called for redemption and payment as shown by the Registration Books maintained by the Bond Registrar.

Paying Agent and Bond Registrar

The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as Paying Agent and Bond Registrar for the Bonds (hereinafter called the “Paying Agent”). The fees of the Paying Agent for the registration, transfer, exchange, payment and redemption, if any, of the Bonds shall be paid by the City. The City shall also pay for the printing of a reasonable supply of blank registered bond certificates for such purpose. Any additional costs or fees that might be incurred in the secondary market, except the fees of the Paying Agent, shall be the responsibility of the Registered Owners of the Bonds.

Payment of Principal and Interest on Bonds; Ownership Registration

One certificate representing the entire principal amount of each maturity of the Bonds will be issued to The Depository Trust Company, New York, New York (hereafter called “DTC”), registered in the name of Cede & Co. (DTC’s nominee), and will be immobilized in the custody of DTC. A book-entry-only system of issuance will be employed, evidencing ownership of the Bonds in the permitted \$5,000 denominations, with transfers of ownership effected on the records of DTC and its Direct Participants pursuant to the rules and procedures established by DTC and its participants. Principal and interest on the Bonds will be paid in same-day funds to DTC or its nominee as the Registered Owner of the Bonds. DTC’s practice is to credit Direct Participants’ accounts on the payable date. Payments by Direct Participants to Beneficial Owners will be governed by standing instructions and customary practices. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only issuance of the Bonds.

Conditions of Bidding

General Bid Conditions. Individual proposals for the purchase of the Bonds shall be received bearing such rate or rates of interest as may be specified by the bidder, subject to the conditions of this paragraph. No bid for less than 100% of par value of the Bonds, plus accrued interest thereon from the Dated Date to the date of delivery, shall be considered, and no supplemental interest payments shall be authorized. Each bid must state (i) the total interest cost to the City during the life of the Bonds on the basis of the bid, (ii) the premium offered by the bidder, (iii) the net interest cost to the City on the basis of the bid, and (iv) the true interest cost (as hereinafter defined) on the basis of such bid. Each bid shall be certified by the bidder to be correct, and the Governing Body of the City shall be entitled to rely on such certificate of correctness.

Bond Bid Conditions. The same rate of interest shall apply to all Bonds having the same maturity date. Each interest rate specified shall be in an even multiple of 1/8th or 1/20th of 1%. *No interest rate specified may be less than the interest rate specified for any prior maturity unless the interest rate bid for any maturity is not more than 1% lower than the highest interest rate specified for any preceding maturity.* The maximum stated rate of interest on any of the Bonds shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer*, in New York, New York, on the Monday next preceding the date of the public sale, plus 6%.

Form and Submission of Bid; Good Faith Deposit

Bids must be submitted through the *PARITY* Electronic Bid Submission System (“*PARITY*”). To the extent any instructions or directions set forth in *PARITY* conflict with the Official Notice of Sale, the terms of the Official Notice of Sale shall control. All bids must be received by the undersigned prior to 10:00 a.m., Central Time (the “Submittal Hour”) on November 1, 2011 (the “Sale Date”), accompanied by the good faith deposit described below, which may be submitted separately, provided such good faith deposit is received by the City prior to the Submittal Hour on the Sale Date. The City shall not be responsible for any failure, misdirection or error in the means of transmission via *PARITY*. Bids submitted in accordance with this section and accepted by the City as provided below shall be binding obligations of the bidders. For further information about the electronic bidding services of *PARITY*, potential bidders may contact Ipreo, 1359 Broadway, 2nd Floor, New York, NY 10010, (212) 849-5021.

Good Faith Deposit

Each bid for the Bonds shall be accompanied by a good faith deposit in an amount equal to 2% of the principal amount of the Bonds (*i.e.*, \$2,200,000). The good faith deposit must be in the form of (1) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City, (2) a Financial Surety Bond (as described below) payable to the order of the City or (3) a wire of Federal Reserve funds (as described below), immediately available for use by the City. If a bid is accepted, such good faith deposit shall be deposited by the City until the bidder shall have complied with all of the terms and conditions of this Notice and of its bid. In the event a bidder whose bid is accepted shall default in the performance of any of the terms and conditions of this Notice or of its bid, said bidder's good faith deposit shall be retained by the City for liquidated damages. If a bid is accepted, but the City shall fail to deliver the Bonds to the bidder in accordance with the terms and conditions hereof, said good faith deposit amount shall be returned to the bidder. No interest shall be paid upon the successful bidder's good faith deposit. Checks representing the good faith deposit accompanying the bids of the unsuccessful bidders shall be promptly returned.

Certified or Cashier's Check Received By 9:30 a.m. If a certified or cashier's check is used for the good faith deposit, it must be received by the City by 9:30 a.m. Central Time on the Sale Date by delivery to Ms. Catherine Gilley, Debt Coordinator, Department of Finance, Twelfth Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679.

Financial Surety Bond Received By 9:30 a.m. If a Financial Surety Bond is used for the good faith deposit, emailed (cgilley@wichita.gov) notification of the surety bond must be received by Ms. Catherine Gilley, Debt Coordinator, by the insurance company issuing the surety bond by 9:30 a.m. Central Time on the Sale Date. If a Financial Surety Bond is used for the good faith deposit, it must be from an insurance company licensed to issue such surety bond in the State of Kansas. Such surety bond must be submitted to the Director of Finance prior to the time that bids for the purchase of the Bonds will be received. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to a bidder using a Financial Surety Bond, then that bidder is required to submit its good faith deposit to

the City in the form of a certified or cashier's check or wire transfer as instructed by the Director of Finance not later than 2:00 p.m., Central Time, on the next business day following the award of the Bonds. If such check or wire transfer is not received by that time, the Financial Surety Bond will be drawn by the City to satisfy the good faith deposit requirement.

Wire Transfer Received By: 9:30 a.m. If a wire transfer of the good faith deposit is used, the wire transfer shall reference the Bonds and shall be sent to the City for receipt by 9:30 a.m. Central Time on the Sale Date. Wire transfer instructions may be obtained by contacting:

Catherine Gilley
Debt Coordinator
455 North Main – 12th Floor
Wichita, Kansas 67202
316/268-4143
cgilley@wichita.gov

If a wire transfer of the good faith deposit is used, the wire transfer identification information shall reference the Bonds by including the following information:

Ref: City of Wichita, Kansas Good Faith Deposit, Series 2011A

Contemporaneously with such wire transfer, each bidder shall send an e-mail to shenning@wichita.gov and cgilley@wichita.gov including the following information: (i) indication that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the return wire instructions if such bidder is not awarded the Bonds, (v) the name of the bidder for which the wire transfer is to be credited as a good faith deposit, and (vi) if the name of the bidder as shown on PARITY does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions.

Awarding of Bonds

The Bonds will be awarded to the responsible bidder offering to pay not less than amount specified for the Bonds under the "Conditions of Bidding" herein, and accrued interest thereon and specifying a rate or rates of interest that result in the lowest effective interest rate to the City. The effective interest rate to the City shall be the interest rate per annum determined on a per annum true interest cost ("TIC") basis by discounting the scheduled semiannual debt service payments of the City on the Bonds (based on such rate or rates of interest so bid), to the Dated Date of the Bonds (based on a 360-day year), compounded semiannually and to the bid price, excluding accrued interest to the date of delivery. The City reserves the right to verify each bidder's calculation of TIC, and the award shall be made to the bidder whose proposal results in the lowest TIC calculated in accordance with the provisions of this Notice. If two or more identical bids for the lowest TIC are received, the Governing Body shall determine which bid, if any, shall be accepted, and such determination shall be final. The Governing Body reserves the

right to reject any and/or all bids, and to waive any irregularities in any bid submitted. The award of the Bonds is conditioned upon achieving interest cost saving that are acceptable to the Governing Body of the City.

Ratings

The most recent rating given to the City's Water and Sewer Utility Revenue Bonds (dated September 20, 2010) by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P") was a rating of AA-. The City has applied to S&P for a rating on the Bonds described herein.

Any explanation of the significance of such rating (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from S&P at 55 Water Street, New York, New York 10041. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency if in its judgment circumstances so warrant. Any downward revision or withdrawal of any such ratings may have an adverse effect on the market price of the Bonds.

Bond Insurance

The City has not applied for any policy of municipal bond insurance with respect to the Bonds and will not pay the premium in connection with any policy of municipal bond insurance desired by the successful bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with the Bonds, such intent must be specified on the bid and the bid must be accompanied by a commitment from the selected insurer specifying all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. Such commitment shall be delivered to the office of the Department of Finance, located on the Twelfth Floor of City Hall, 455 North Main, Wichita, Kansas 67202-1679. The Governing Body specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest true interest cost to the City.

CUSIP Identification Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Bonds, and such numbers shall be printed on the Bonds; however, neither the failure to assign any such number to or print any such number on any Bond, nor any error with respect thereto, shall constitute cause for the failure or refusal by the successful bidder to accept delivery of and to make payment for the Bonds in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

Delivery of and Payment for Bonds

A single Bond per maturity, duly printed or typewritten, executed and registered in conformity with the laws of the State of Kansas, shall be furnished and delivered at the expense of the City to the successful bidder of the Bonds on or about November 17, 2011, by deposit of such Bonds with DTC. Payment for the Bonds shall be received by 12:00 noon, Central Time, on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the Bonds, and the usual closing proofs, which shall include a Certificate that there is no litigation pending or threatened at the time of the delivery of the Bonds affecting their validity and also regarding the completeness and accuracy of the Official Statement.

Official Statement

The Governing Body of the City has authorized and directed the preparation of a Preliminary Official Statement in connection with the issuance of the Bonds, copies of which may be obtained from the City's Department of Finance. The Preliminary Official Statement is in a form "deemed final" by the Governing Body for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in the final Official Statement. Authorization is hereby given to redistribute this Official Notice of Sale and the Preliminary Official Statement, but this entire Official Notice of Sale and the entire Preliminary Official Statement, and not portions thereof, must be redistributed.

By awarding the Bonds to any bidder or bidding syndicate submitting a proposal therefor, the Governing Body agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which such Bonds are awarded, a reasonable number of copies of the final Official Statement. The City designates the senior managing underwriter of any syndicate to which such Bonds are awarded as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder delivering a proposal with respect to the Bonds agrees thereby that if such proposal is accepted (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all participating underwriters of the Bonds for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Copies of the final Official Statement in excess of a reasonable number may be ordered by the successful bidder at its expense.

Continuing Disclosure

The City will execute and deliver a Continuing Disclosure letter for the Bonds in order to provide ongoing disclosure concerning the City in connection with such Bonds for the benefit of the Owners of such Bonds, as required under Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12.

Authority, Purpose and Security

The Bonds shall be issued under the authority of the Constitution and laws of the State of Kansas, including Article 12, Section 5, of the Constitution of the State of Kansas, K.S.A. 10-101 *et seq.*, K.S.A. 10-1201 *et seq.*, and K.S.A. 10-116a, all as amended and supplemented, and Charter Ordinance No. 211 of the City. The Bonds shall be authorized by an ordinance and accompanying resolution which shall be adopted and passed, respectively, by the Governing Body on the Sale Date.

The proceeds of the Bonds shall be used to pay the costs of refunding the City's outstanding Water and Sewer Utility Revenue Bonds, Series 1999, and Water and Sewer Utility Revenue Bonds, Series 2003, funding a reserve fund for the Bonds and paying costs of issuance of the Bonds.

The Bonds and the interest thereon shall constitute special obligations of the City, and shall be payable as to both the principal of and the interest thereon solely and only from the revenues derived by the City from the operation of its Water and Sewer Utility, after the payment of the costs of operation and maintenance. The taxing power of the City is not pledged to the payment of the Bonds or the interest thereon. The Bonds shall be on a parity with and co-equal in stature and priority to the City's outstanding Water and Sewer Utility Refunding Revenue Bonds, Series 1998 (the "Series 1998 Bonds"); Water and Sewer Utility Revenue Bonds, Series 2000 (the "Series 2000 Bonds"); Water and Sewer Utility Refunding Revenue Bonds, Series 2005A (the "Series 2005A Bonds"); Water and Sewer Utility Refunding Revenue Bonds, Series 2005B (the "Series 2005B Bonds"); Water and Sewer Utility Revenue Bonds, Series 2005C (the "Series 2005C Bonds"); Water and Sewer Utility Revenue Bonds, Series 2006 (the "Series 2006 Bonds"); Water and Sewer Utility Revenue Bonds, Series 2008A (the "Series 2008A Bonds"); Water and Sewer Utility Revenue Bonds, Series 2009A (the "Series 2009A Bonds"); Water and Sewer Utility Revenue Bonds, Series 2009B (Taxable Under Federal Law) (the "Series 2009B Bonds"); Water and Sewer Utility Revenue Bonds, Series 2010A (the "Series 2010A Bonds"); and Water and Sewer Utility Revenue Bonds, Series 2010B (Taxable Under Federal Law) (the "Series 2010B Bonds"). The Series 1998 Bonds, Series 2000 Bonds, Series 2005A Bonds, Series 2005B Bonds, Series 2005C Bonds, Series 2006 Bonds, Series 2008A Bonds, Series 2009A Bonds, Series 2009B Bonds, Series 2010A Bonds and Series 2010B Bonds are more fully described in the Official Statement. The Bonds shall not constitute revenues of the City, and shall not constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

Reference is made to the City's Official Statement for a more extensive discussion of security for the Bonds.

Legal Opinion

All matters relating to the authorization and issuance of the Bonds are subject to the approving opinion of Kutak Rock LLP, Kansas City, Missouri, Bond Counsel. Bond Counsel's opinion shall be furnished without expense to the successful bidder concurrently with delivery of the Bonds. All fees and expenses of Bond Counsel shall be paid by the City.

Tax Exemption

Exemption from State Tax. The interest on the Bonds is excludable from the computation of Kansas adjusted gross income and the Bonds are exempt from the tax imposed by Kansas counties, cities or townships upon the gross earnings derived from money, notes and other evidence of debt.

Exemption from Federal Tax. In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinions described herein assume the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Bonds.

Notwithstanding Bond Counsel's opinion that the interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax, such interest will be included in adjusted current earnings of certain corporations, and such corporations are required to include in the calculation of alternative minimum taxable income 75% of the excess of such corporations' adjusted current earnings over their alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses).

Other Federal Tax Consequences. The accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the owners of the Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Bonds.

Not Bank-Qualified Obligations. The City has not designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Additional information regarding tax matters with respect to the Bonds is included in the Preliminary Official Statement.

Original Purchaser's Certificate

The successful bidder for the Bonds will be required to complete, execute and deliver to the City, prior to the delivery of the Bonds, a certificate regarding the "issue price" of such Bonds (as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code")). The certificate shall state that, as of November 1, 2011 (the Sale Date), the bidder reasonably expected to offer all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) in a bona fide public offering at the prices set forth in such certificate (excluding accrued interest and expressed as dollar prices) and that all of the Bonds have actually been offered to the general public at such prices. Such certificate, however, may indicate that the successful bidder will not reoffer such Bonds for sale. The form of such certificate may be obtained from Bond Counsel prior to the sale date.

Additional Information

Additional information regarding the Bonds may be obtained from the Department of Finance, Twelfth Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679 (Ms. Catherine Gilley, Debt Coordinator, Telephone 316/268-4143, E-mail: cgilley@wichita.gov). To obtain a Preliminary Official Statement visit www.onlinemuni.com.

**BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS, ON OCTOBER 18, 2011.**

By: /s/ Carl Brewer, Mayor
Carl Brewer, Mayor

(Seal)

ATTEST:

By: /s/ Karen Sublett, City Clerk
Karen Sublett, City Clerk

**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
SEPTEMBER 2011**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Employee Assistance Program (EAP) Services	9/30/2012	EMPAC Inc.	Human Resources	10/1/2010 - 9/30/2011	3 - 1 year options
Firefighter Protective Clothing - Coats and Pants Sets, Harness/Belt (Group 2)	9/30/2012	Conrad Fire Equipment, Inc.	Fire	10/5/2010 - 9/30/2011	1 - 1 year option
Firefighter Protective Clothing - Gloves (Group 3), Hoods (Group 4), Helmets (Group 5)	9/30/2011	Municipal Emergency Services, Inc. DBA MES-MIDAM	Fire	10/1/2010 - 9/30/2011	2 - 1 year options
Indigent Defense Legal Services	9/30/2012	Cotton & Pittman LLC	Municipal Court	10/1/2010 - 9/30/2011	3 - 1 year options
Mat, Mop, Towel & Fender Cover Rental	9/30/2012	Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC	Various	10/1/2010 - 9/30/2011	1 - 1 year option
Physicals, Hazardous Materials Team Physicals	9/30/2012	Via Christi Rehabilitation Center, Inc. dba Via Christi Occupational and Immediate Care	Fire/Police/Airport/ Human Resources	10/1/2010 - 9/30/2011	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000
SEPTEMBER 2011**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
MKEC Engineering Consultants Inc.	PD130744	Engineering Consulting	3,100.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR SEPTEMBER 2011**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
GIS Information Systems, Inc.	DP130755	Software Maintenance/Support	\$36,370.30		

**City of Wichita
City Council Meeting
October 18, 2011**

TO: Mayor and City Council

SUBJECT: Racial and Other Biased-Based Policing Training

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve the 2011-2012 Racial and Other Biased-Based Policing Training grant.

Background: Kansas State Statute requires that all Law Enforcement officers receive racial and other biased based policing training KSA 22-4610 states that:

(2) (A) The agency policies shall require annual racial or other biased-based policing training which shall include, but not be limited to, training relevant to racial or other biased-based policing. Distance learning training technology shall be allowed for racial or other biased-based policing training.

Analysis: The Wichita Police Department located a “Teaching Diversity” program offered by The Institute for Law Enforcement Administration. This training will be attended by members of the Wichita Police Department and one community member, who will then return to Wichita and train all commission members of the Police Department as required by K.S.A. 22-4610. The program was reviewed by the Racial Profiling Advisory Board for the City of Wichita. The Board voted to approve this grant application.

Financial Considerations: The City of Wichita is requesting grant funding of \$9,500 from the Kansas Department of Transportation for funding of the “Teaching Diversity” training. There is no local match requirement.

Goal Impact: Under the City of Wichita’s Safe and Secure Initiative, the additional funding will help to ensure the Police Department complies with Kansas State Statute 22-4610 and provides annual racial and other biased-based policing training to all officers.

Legal Considerations: None

Recommendations/Actions: It is recommended that the City Council approve the Racial and Other Biased-Based Policing Training grant application.

Second Reading Ordinances for October 18, 2011 (first read on October 11, 2011)

a) Refinancing of Old Town Marriott Courtyard Hotel (District I)

ORDINANCE NO. 49-106

An ordinance of the City of Wichita, Kansas, authorizing the execution of a first amendment to lease and an origination fee agreement by and between the City of Wichita, Kansas and Old Town Lodging, LLC, and approving the form of, and consenting to, a restated mortgage and a restated and amended assignment of leases and rents, all in connection with the project financed by the city's industrial revenue bonds, Series VI, 2006.

b) 2011 Solid Waste Plan.

ORDINANCE NO.49-107

An Ordinance amending Sections 3.51.040, 3.51.050, 3.51.060 and 7.08.140, of the Code of the City of Wichita, Kansas, pertaining to Solid Waste Licensing.

**City of Wichita
City Council Meeting
October 18, 2011**

TO: Mayor and City Council

SUBJECT: DER 2011-0006 Central & Bristol Community Facilities and Park Master Plan (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Adopt the resolution.

DAB II Recommendation: Endorse the *Central & Bristol Community Facilities and Park Master Plan - August 2011*

Background: In January 2006, the city acquired 14.4 acres of land located at the northeast corner of Central Avenue and Bristol Street for the future development of a police substation and outdoor recreation park. In the fall of 2010, the city initiated a conceptual master planning process to create a future design concept for the development of a police substation (including a community meeting room), outdoor park, and possible fire station at this site.

An 11-member Plan Steering Committee was appointed by the City Manager to oversee the development of the master plan, with assistance from an 11-member Staff Support Team. The Plan Steering Committee and Staff Support Team proceeded to complete: a site suitability analysis; the verification of building space needs/design requirements; a co-location efficiencies assessment; the development of schematic facility design footprints; and, the development of outdoor recreation park elements. A district-wide community open house meeting was held on April 28, 2011 to provide an opportunity for people to provide comments on preliminary design concepts developed for the site. City staff also made presentations on the draft plan to the Board of Park Commissioners, the City Design Council and the District II Advisory Board.

Analysis: The Plan Steering Committee finalized a recommended concept plan for presentation at a City Council workshop held on July 19, 2011. On September 12, 2011, the District II Advisory Board unanimously passed a motion endorsing the *Central & Bristol Community Facilities and Park Master Plan - August 2011*. The concept plan will be subject to further refinements that invariably come from the final design and construction process. Cost estimates for the plan elements are summarized below:

Facility Requirements and Cost Estimates:

Outdoor Park - Final design, construction, contingencies	\$1,300,000
Police Substation/Community Meeting Room -	
Final design, construction, furnishings, contingencies	\$2,420,287
Fire Station - Final design, construction, furnishing, contingencies	\$2,251,815

Proposed Implementation Strategy/Funding (subject to change and City Council authorization of funds):

Outdoor Park -	Final design in 2013; Construction in 2014-15
Police Substation/Community Meeting Room -	Final design in 2013; Construction in 2013-14
Fire Station -	Final design and construction not funded or programmed

Financial Considerations: Endorsement of the recommended design concept contained in the *Central & Bristol Community Facilities and Park Master Plan - August 2011* does not obligate or commit future City funds.

Goal Impact: The *Central & Bristol Community Facilities and Park Master Plan - August 2011* impacts three goal areas. It supports the goal to Provide Safe and Secure Community, the goal to Enhance Quality of Life, and the goal to Support Dynamic Core Area and Vibrant Neighborhoods.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council adopt the resolution endorsing the design concept recommended in *Central & Bristol Community Facilities and Park Master Plan - August 2011*.

Attachments: Resolution and Plan document.

RESOLUTION NO. 11-247

**A RESOLUTION ENDORSING THE CENTRAL & BRISTOL
COMMUNITY FACILITIES AND PARK MASTER PLAN –
AUGUST 2011**

WHEREAS, the City of Wichita acquired property located at the northeast corner of Central Avenue and Bristol Street for the future development of a police substation and outdoor recreation park; and

WHEREAS, the City Council of the City of Wichita recognizes the importance of utilizing a conceptual master planning and community engagement process to create a future design concept for the development of a police substation (including community meeting room), outdoor recreation park and possible fire station on city property located at the northeast corner of Central Avenue and Bristol Street; and

WHEREAS, the City of Wichita has worked in partnership with various City Department representatives, the District II Advisory Board, the Board of Park Commissioners, the City Design Council, and other key neighborhood and community stakeholders in the development of a conceptual design master plan for the city property located at the northeast corner of Central Avenue and Bristol Street; and

WHEREAS, the *Central & Bristol Community Facilities and Park Master Plan - August 2011* represents the culmination of that conceptual master planning process, and contains a recommended design concept for the future development of a police substation (including community meeting room), outdoor recreation park and future fire station on the city property located at the northeast corner of Central Avenue and Bristol Street; and

WHEREAS, the recommended design concept contained in the *Central & Bristol Community Facilities and Park Master Plan - August 2011* is subject to further changes and refinements that will invariably come from the final design and construction process.

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS:**

Section 1. The City Council of the City of Wichita endorses the design concept recommended in the *Central & Bristol Community Facilities and Park Master Plan - August 2011*.

Section 2. The City of Wichita shall use the recommended design concept contained in the *Central & Bristol Community Facilities and Park Master Plan - August 2011* as guidance in decision-making, final design planning and construction regarding future public improvements on the city property located at the northeast corner of Central Avenue and Bristol Street.

ADOPTED by the governing body of the City of Wichita, Kansas, this 18th day of October, 2011.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

**Central & Bristol
Community Facilities and Park Master Plan**

City of Wichita



Central & Bristol Community Facilities and Park Master Plan

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Acknowledgements

Plan Steering Committee: The Plan Steering Committee members listed below were appointed by the City Manager to make a recommendation to the Wichita City Council on a preferred conceptual master plan for the Central & Bristol site:

Ron Blackwell	Fire Chief
Daryl Crotts	District Advisory Board II
Cathy Holdeman	Assistant City Manager
Deb Hoyer	Preston Trails Home Owners Association
Kent Hoyer	Holy Cross Lutheran Church & School
Doug Kupper	Director of Park and Recreation
Pete Meitzner	City Council Member District II
Tom Roth	Board of Park Commissioners
Sue Schlapp	City Council Member (ex-officio) District II
John Schlegel, AICP	Director of Planning
Norman Williams	Chief of Police

Staff Support Team: The Plan Steering Committee was assisted in its work by an 11 member City Staff Support Team consisting of the following individuals assigned by the City Manager:

Ron Aaron	Deputy Fire Chief, Fire
Dave Barber, AICP	Advanced Plans Manager, MAPD
Megan Buckmaster	Neighborhood Services Supervisor, CMO
John D'Angelo	Arts and Cultural Services Manager, CMO
Larry Hoetmer, RLA ASLA	Landscape Architect, Park and Recreation
Scott Lindebak, PE	Section Engineer, Storm Water, Public Works
Mark Manning	Budget Officer, Finance
Ed Martin, RA	Building Services Manager, Public Works
Terri Moses	Deputy Chief of Police, Field Service, Police
Antione Sherfield	DAB II Neighborhood Assistant, CMO
Scott Wadle, AICP	Senior Planner, MAPD

Note: The services of GLMV Architecture were contracted by the Wichita Police Department to develop the building massing footprint scenarios and preliminary building construction cost estimates.

1.3 Outdoor Park Element

Opportunities and Needs:

- According to standards set forth in the *Wichita Park, Recreation, Open Space Plan 2008*, the 14.4 acre Central and Bristol site is most appropriate for development as a 'Neighborhood Park'.
- A 'Neighborhood Park' is usually 15 acres or less in size and includes the following typical amenities: internal pathway system; open turf area; playground; picnic table/seating; site furnishings; one additional recreational amenity; and, a park identification sign.
- In comparison with the rest of Wichita's City Council Districts, District II is underserved in terms of public parks and open spaces open for use.

Top-Ranked Park Elements:

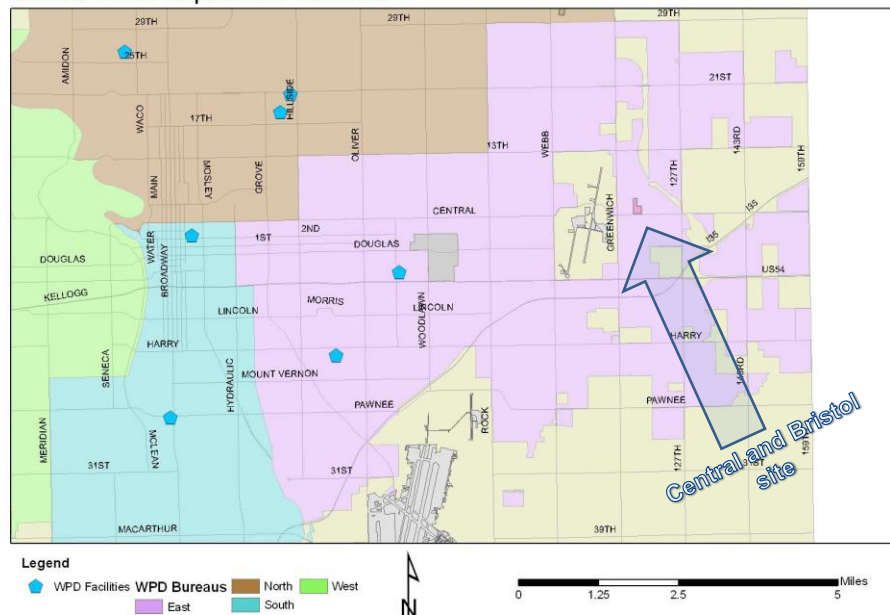
- Based upon feedback received at the DAB II meeting (*January 3, 2011*) and the Preston Trails and Area HOA's meeting (*January 27, 2011*), the following were ranked as the top five preferred park elements at the Central and Bristol site:
 1. Nature trails/natural areas
 2. Leave site in its existing natural state
 3. Walking paths
 4. Picnic facilities
 5. Playground, doggie stations along walking paths

1.4 Police Substation/Community Meeting Room Element

Substation Needs:

- The current Patrol East location (Edgemoor & Kellogg) is too small and not strategically situated to optimally serve the population growth in east Wichita.
- Space requirements for a new substation are approximately 10,250 square feet. Total parking requirements for public and secured employee/police vehicle parking is 162 spaces. A vehicle service bay and fuel pump facilities will be included. Total staff working out of the substation is estimated at 130 people.
- The City will include a community meeting room facility in the design of the new substation (to accommodate an identified need in District II).
- Community policing services will be delivered from the current facility at Edgemoor & Kellogg. This will retain a policing presence in the College Hill area.
- At the January 27th Preston Trails HOA meeting, the vast majority of the 40 attendees indicated their support for a new police substation at this site.

Wichita Police Department Facilities

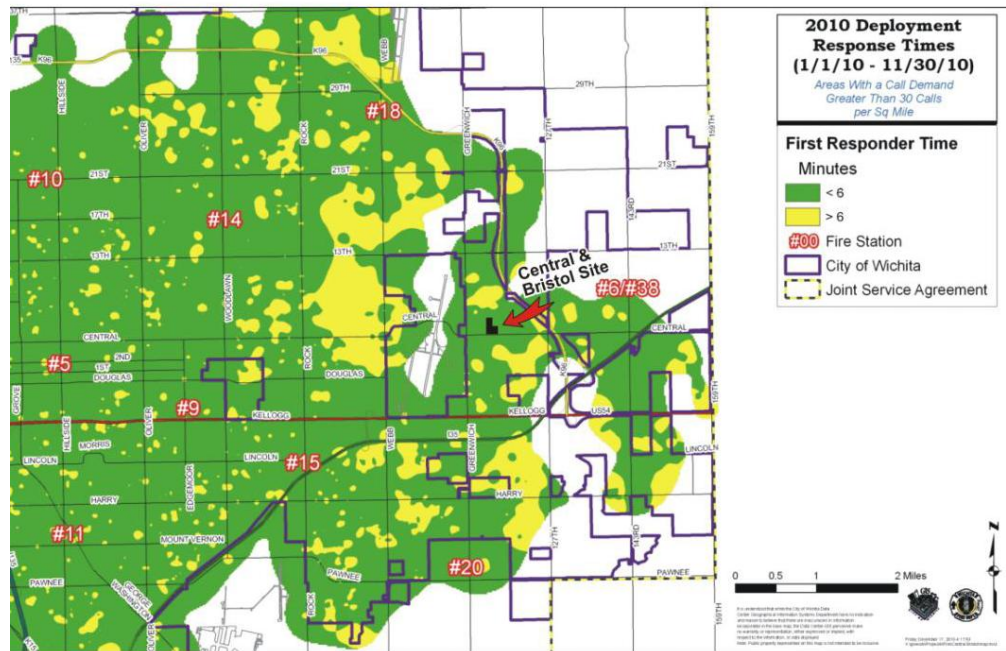


1.5 Fire Station Element

Area Fire Service Needs:

- In 2010, the Wichita Fire Department provided emergency services from 22 fire stations covering 165 square miles.
- The average first responder time in Wichita is 4:34 minutes, with 90% of Wichita served in less than 7:00 minutes. Portions of this area of east Wichita have response times greater than 6 minutes. A Fire Department presence at this site will improve fire service in this area of Wichita.
- At the January 27th Preston Trails HOA meeting, 74% of those in attendance indicated support for a fire station at the Central and Bristol site

East Side First Responder Service



1.6 Community Engagement

HOA's and General Public:

- Two community meetings were held to seek public feedback on the preferred elements and proposed design concepts for the Central and Bristol site. Approximately 40 people attended the Preston Trails Home Owners Association (HOA) special meeting held at Holy Cross Lutheran Church on January 27, 2011. Over 80 people attended the 'come-and-go' open house held at Holy Cross Lutheran Church on April 28, 2011. Despite efforts to reach out to all residents and HOA contacts in District II, the majority of attendees at both these meetings reside in the vicinity of the Central and Bristol site.

District Advisory Board II:

- City staff met with District Advisory Board II in January and May 2011 to discuss and receive feedback on the development of the community facilities and park master plan concept for the city property at Central and Bristol. At its meeting on June 6, 2011, the Board passed a motion endorsing the future building footprint scenario consisting of a police substation / community meeting room with a detached future fire station, after considering the recommendations of the Park Board and the City Design Council.

Park Board:

- On May 16, 2011, the Park Board endorsed the outdoor recreation elements depicted on the Conceptual Park Master Plan. The Board also endorsed the future building footprint Scenario #3 consisting of a police substation/community meeting room with a detached future fire station. The Board felt this scenario enhanced final building design flexibility; provided the option for future expansion of the community meeting room; and, maximized opportunities to preserve the mature 50+ year-old burr oak tree at this location.

City Design Council:

- On May 18, 2011, the City Design Council endorsed the outdoor recreation elements depicted on the Conceptual Park Master Plan. The Council also endorsed the future building footprint Scenario #3 consisting of a police substation/community meeting room with a detached future fire station. The Council preferred the more direct drive/access to the park playground area associated with this scenario. The Council recommended the following design improvements to the concept plan in order to guide future final design planning for the park and building facility elements:
 1. Strengthen the visual design and public connection between the playground/parking area and the community meeting room building to the west.
 2. Buffer the public parking area with landscaping and create a more 'welcoming' entrance to the park for the public that minimizes the visual presence of the police substation – police vehicles driving through the public parking area could be intimidating for some park users.
 3. Create a landscaped buffer to visually screen the south perimeter of the secured police vehicle parking area situated north of the westerly fire station drive-through lanes.

City Council Workshop

- On July 19, 2011, the City Council received a presentation on the recommended final draft concept plan. At the workshop, City Council members expressed support for the final draft plan concepts and did not request further refinements or modifications to the plan document.

2 Facility/Programmatic Space Requirements and Cost Estimates

2.1 Outdoor Park

Proposed elements (see Concept Plan) and costs:*

▪ Park Entrance Signage	\$30,000
▪ Walking Paths (10 ft. wide concrete pathway)	
1. North Loop (1,300 lineal feet)	\$39,000
2. Middle Loop (1,000 lineal feet)	\$30,000
3. South Loop & Central Path (1,975 lineal feet)	\$59,250
4. Bristol Connector (740 lineal feet)	\$22,200
▪ Custom Park Shelter	\$250,000
▪ Custom Playground	\$150,000
▪ Site Lighting/Electrical	\$55,000
▪ Doggie Stations (2)	\$1,150
▪ Benches (15)	\$18,000
▪ Drinking Fountain	\$3,700
▪ 1 in. Water Meter Tap & Service Line	\$4,700
▪ Picnic Tables (6)	\$9,000
▪ Waste Receptacles (5)	\$3,500
▪ Pier Overlook at Pond	\$65,000
▪ Pond Restoration	\$30,000
▪ Foot Bridges (2)	\$104,000
▪ North Loop Area Native Restoration	\$45,000
▪ Site Clearing	\$63,500
▪ Site Grading	\$43,000
▪ Rain Garden BMP's and Storm Drainage	\$75,000
▪ Native Grass Drilling and Seeding	\$44,000
▪ Trees (220)	\$55,000
▪ Final construction estimate	\$1,200,000
▪ Final design fee	\$100,000

* Note: Due to shared public parking opportunities associated with the co-location of police, community meeting room and fire station facilities, no dedicated 'park-specific' public parking is proposed at this time. Should a future need arise for additional on-site public parking to accommodate park users, there is flexibility in the concept plan design to create additional public parking stalls.

Total final design, construction and contingencies cost estimates = \$1,300,000

2.2 Police Substation/Community Meeting Room

Programmatic and facility space requirements:

- Staff Offices:
 - 1. Captain 250 sq. ft.
 - 2. Lieutenants 400 sq. ft.
 - 3. Sergeants 800 sq. ft.
 - 4. Secretary 200 sq. ft.
 - 5. Crime Analyst 200 sq. ft.
 - 6. Detective (s) 400 sq. ft.
- Officer/Staff Work Areas:
 - 1. Squad Room 1,000 sq. ft.
 - 2. Work Room 300 sq. ft.
 - 3. Conference Room 250 sq. ft.
 - 4. Interview Room 100 sq. ft.
 - 5. Evidence Room 200 sq. ft.
 - 6. Copy/Mail Room 250 sq. ft.
 - 7. Break Room 400 sq. ft.
 - 8. Male Locker Room 500 sq. ft.
 - 9. Female Locker Room 500 sq. ft.
 - 10. Holding Cell 100 sq. ft.
 - 11. Secured Reception w/counter 400 sq. ft.
 - 12. Hallway 400 sq. ft.
- Storage Facilities:
 - 1. Files 100 sq. ft.
 - 2. General Storage 500 sq. ft.
 - 3. IT Equipment Room 150 sq. ft.
 - 4. Taser/Radio/Arsenal Room 150 sq. ft.
- Public Access Areas:
 - 1. Waiting Area 400 sq. ft.
 - 2. Male/Female Public Restrooms 300 sq. ft.
 - 3. Community Room/Weather Shelter 1,000 sq. ft.
- Outdoor Spaces:
 - 1. Vehicle Service Bay w/ storage 1,000 sq. ft.
 - 2. Parking Spaces (secure police vehicle/employee parking) 162 spaces
 - 3. Covered Fuel/Change Point

Total Facility Areas = **10,250 sq. ft.**

Total final design, construction, furnishing, contingencies cost estimates = \$2,420,287

2.3 Fire Station

Programmatic and facility space requirements:

- Station Business Areas:

1. Apparatus bay	4,050 sq. ft.
2. Dayroom	600 sq. ft.
3. Offices	525 sq. ft.
4. Kitchen/kitchen storage	480 sq. ft.
5. Exercise	600 sq. ft.
6. Workroom storage	300 sq. ft.
7. PPE equip. storage	225 sq. ft.
8. Laundry	120 sq. ft.
9. Mechanical	240 sq. ft.
10. Telecom	100 sq. ft.
11. Closet	200 sq. ft.
 - Employee Quarters:

1. Bunk/locker/sanitary	1,500 sq. ft.
2. Mechanical	240 sq. ft.
3. Closet	200 sq. ft.
4. Equipment	225 sq. ft.
 - Public Facilities:

1. Men & women rest rooms	160 sq. ft.
2. Entry lobby	225 sq. ft.
- Total Facility Areas = **9,990 sq. ft.**
- Outdoor Spaces:

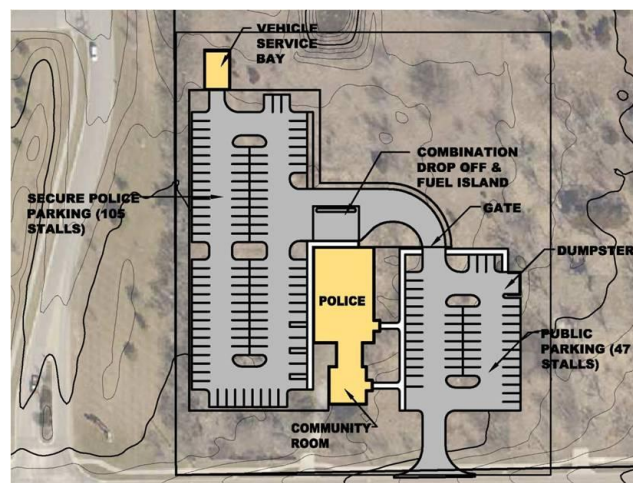
1. Storage area	144 sq. ft.
2. Parking stall	20 spaces

Total final design, construction, furnishing, contingencies cost estimates = \$2,251,815

2.4 Future Facilities Footprint Scenarios

Scenario #1:

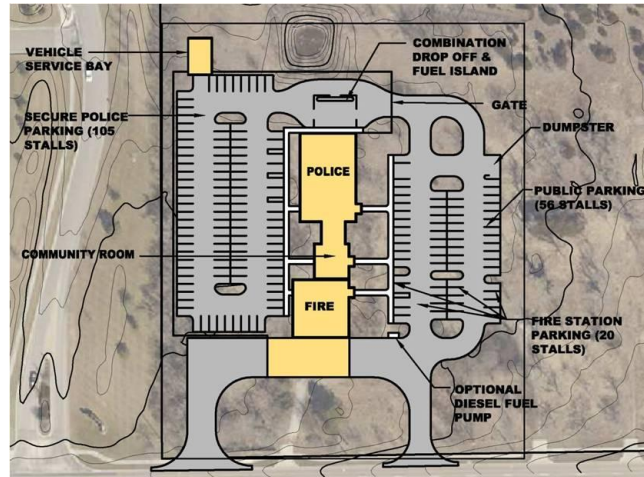
- This scenario depicts a multi-level police substation/community meeting room facility with no future fire station at this site. This scenario represents the smallest future facility footprint on the park site.
- The total building, parking and landscaped site footprint is **2.69** acres. The impervious surface area (parking and building) would total 1.69 acres of the 2.69 acre footprint.
- At the April 28, 2011 community open house meeting, one person preferred this scenario.



Scenario #1

Scenario #2:

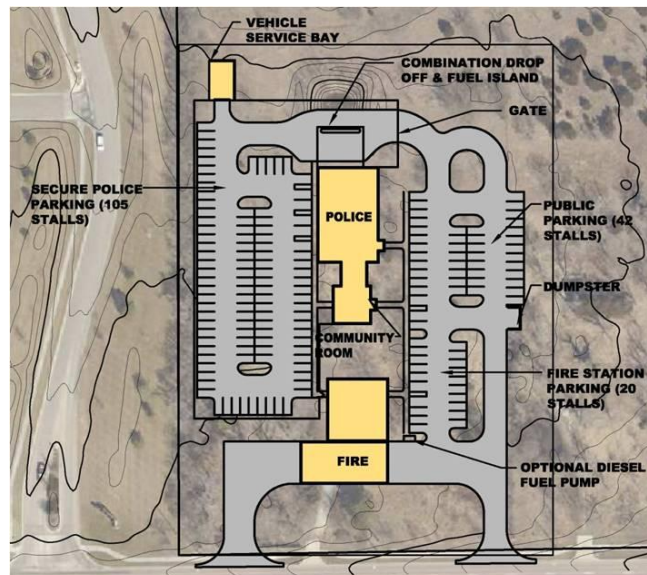
- This scenario depicts a multi-level police substation/community meeting room facility with a future attached fire station at this site.
- The total building, parking and landscaped site footprint is **3.69** acres. The impervious surface area (parking and building) would total 2.42 acres of the 3.69 acre footprint.
- At the April 28, 2011 community open house meeting, 51 people (70%) preferred this scenario.



Scenario #2

Scenario #3:

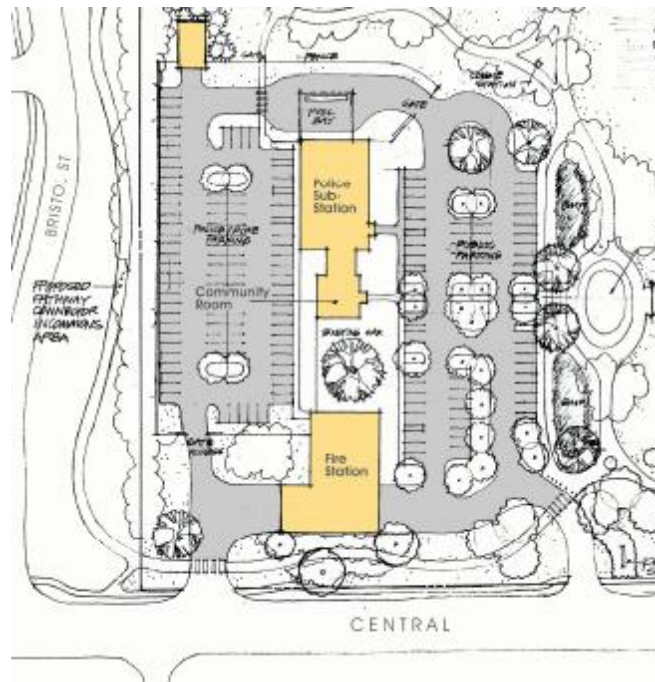
- This scenario depicts a multi-level police substation/community meeting room facility with a future detached fire station at this site.
- The total building, parking and landscaped site footprint is **3.74** acres. The impervious surface area (parking and building) would total 2.59 acres of the 3.74 acre footprint.
- At the April 28, 2011 community open house meeting, 21 people (29%) preferred this scenario.



Scenario #3

Plan Steering Committee Scenario Recommendation:

- The Committee supports either Scenario #2 or Scenario #3 but recommends Scenario #3 as the basis for the development of the final design plan documents. Scenario #3 was recommended by the Park Board, City Design Council and DAB II. It provides the greatest flexibility for the final design of the facility, creates options for future expansion of the community meeting room, and enhances the preservation of the mature burr oak tree at this location.
- The Committee also recommends that Scenario #3 be modified during the final design plan phase (see below) to:
 1. Reflect the May 18, 2011 design recommendations of the City Design Council summarized on Page 7 of this Plan.
 2. Consider the feasibility of installing a gate along the south perimeter of the secured police vehicle parking area as a means of reducing police vehicle traffic through the public parking area adjacent to the park playground.



Modified Scenario #3

2.5 Facilities Co-location Efficiencies Assessment

- *Shared Public Parking Opportunities* - The co-location of the police substation/community meeting room with the future park results in cost-effective, shared public parking spaces that meet the parking needs of patrons of the police substation, community meeting room and users of the park.
- *Shared Meeting Room Opportunities* - The co-location of a community meeting room with the police substation and future fire station facilities results in the cost-effective sharing of a staff training/conference room for both fire and police; provides a secured community meeting/gathering space that serves District II community groups; and, provides cost-effective and secure indoor restroom facilities for users of the outdoor playground and park as well as the community meeting room.
- *Shared City Vehicle Repair and Fueling Station Opportunity* - The co-location of the police substation and the future fire station facilities improves efficiencies and saves cost related to vehicle fueling and routing vehicle maintenance requirements.

- *Operation and Maintenance Efficiencies* - The co-location of the police substation/community meeting room, future fire station and future park results in some small external operational and maintenance cost efficiencies associated with the facility grounds and the shared public parking areas. Due to functional requirements, there would not be any staffing or internal operational efficiencies associated with this co-location. Minimal heating and cooling cost savings would be associated with a shared wall between the community meeting room and a future fire station facility.

2.6 Stormwater Best Management Practices

- Preliminary engineering estimates indicate that the future facility development scenarios would need to provide approximately 1.5 acre feet of stormwater treatment to satisfy Wichita's stormwater quality, downstream stabilization and detention requirements.
- An appropriately sized bioretention meadow area is recommended in the conceptual park master plan to assist in the treatment of stormwater runoff. A stormwater sewer would be designed and constructed that collects runoff from the building and parking lot areas and discharges it eastward into the bioretention area. A portion of the parking areas should also be considered for porous pavement applications.
- Small rain gardens would be incorporated into the landscaping around the building footprint. These treatments will reduce the volume of stormwater treatment in the bioretention area.
- The outer areas of the east trail loop would remain in a tallgrass meadow landscape that will further treat stormwater runoff and increase on-site soil percolation.

3 Conceptual Park Master Plan



4 Plan Implementation Strategy - Funding, Final Design and Construction

4.1 Funding Amounts/Sources (subject to change/final approval by City Council)

Outdoor Park: \$1,300,000

- Funding Sources: General Obligation Bonds; possibility of private sponsors/donations

Police Substation/Community Meeting Room: \$2,523,000

- Funding Sources: General Obligation Bonds

Fire Station: none

- Funding Sources: General Obligation Bonds

4.2 Final Design/Construction Timetable: Proposed 2011-2020 Capital Improvement Program (subject to change/final approval by City Council)

Outdoor Park:

- Final Design Work in **2013**, Construction in **2014-2015**

Police Substation/Community Meeting Room:

- Final Design Work in **2013**, Construction in **2013-2014**

Fire Station:

- Final Design Work - **not funded/programmed**, Construction - **not funded/programmed**

City of Wichita
City Council Meeting
October 18, 2011

TO: Mayor and City Council

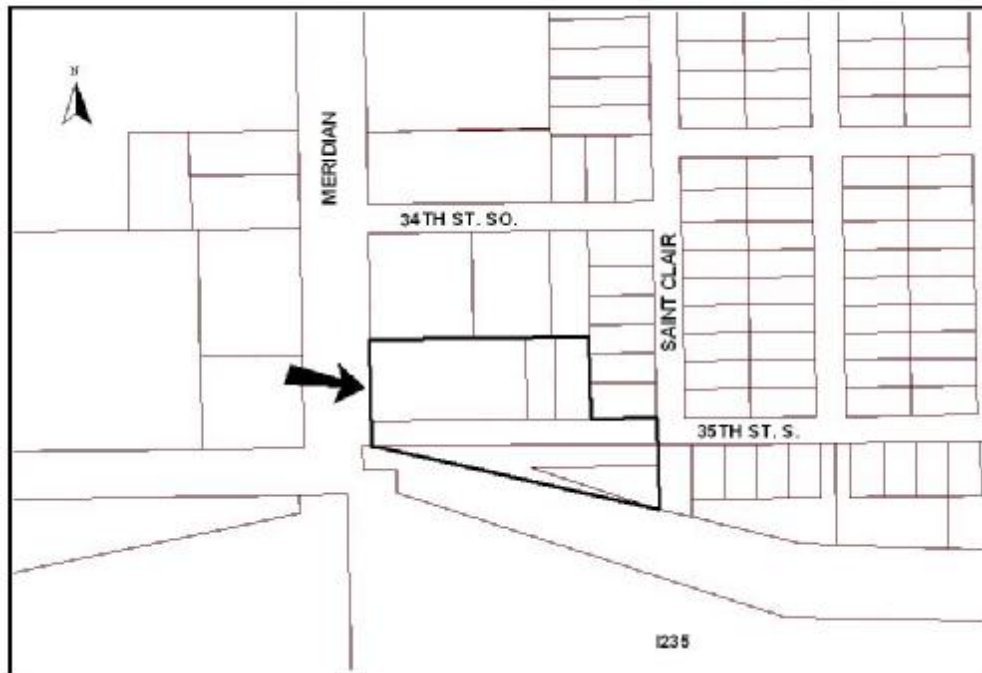
SUBJECT: SUB2000-00039 -- Plat of Schraft 5th Addition located south of 31st Street South, on the east side of Meridian (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of two lots on 1.48 acres, is a replat of the Joseph E. Hall Addition and includes a vacation of a segment of 35th Street South. A zone change (ZON2008-00067) has been approved from SF-5 Single-family Residential to LC Limited Commercial.

Analysis: Municipal services are available to serve the site. The applicant has submitted a 100 percent Petition and a Certificate of Petition for a street return closure along St. Clair.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: There are no financial considerations associated with the plat.

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Certificate of Petition and Resolution have been approved as to form by the Law Department and will be recorded with the Register of Deeds.

The Ordinance has been approved as to form by the City's Law Department.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolution and place the Ordinance on first reading.

Attachments: Certificate of Petition
Ordinance
Resolution

Published in The Wichita Eagle on October 28, 2011

ORDINANCE NO. 49-111

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00067

Zone change request from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") subject to Protective Overlay #227 on property described as:

Schraft 5th Addition, Wichita, Sedgwick County, Kansas; generally located south of 31st Street South, on the east side of Meridian.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #227:

1. One and one half times the landscape requirement.
2. No order boards or queuing lanes within 150 feet of the east property line.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 25th day of October, 2011.

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on October 21, 2011

RESOLUTION NO. 11-248

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THAT THERE BE CURB AND GUTTER AND PAVEMENT REMOVED AND PAVEMENT INSTALLED ON THE WEST SIDE OF THE INTERSECTION OF ST. CLAIR AND 35TH STREET SOUTH ON THE EAST SIDE OF SCHRAFT 5TH ADDITION (EAST OF MERIDIAN, NORTH OF I-235 SOUTH) 472-85014 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CURB AND GUTTER AND PAVEMENT REMOVED AND PAVEMENT INSTALLED ON THE WEST SIDE OF THE INTERSECTION OF ST. CLAIR AND 35TH STREET SOUTH ON THE EAST SIDE OF SCHRAFT 5TH ADDITION (EAST OF MERIDIAN, NORTH OF I-235 SOUTH) 472-85014 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize curb and gutter and pavement removed and pavement installed on the west side of the intersection of St. Clair and 35th Street South on the east side of Schraft 5th Addition (east of Meridian, north of I-235 South) 472-85014. Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Six Thousand Dollars (\$6,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2011, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SCHRAFT 5TH ADDITION

Lots 1 and 2, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of October, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF, DIRECTOR OF LAW

CERTIFICATE OF PETITION(S)

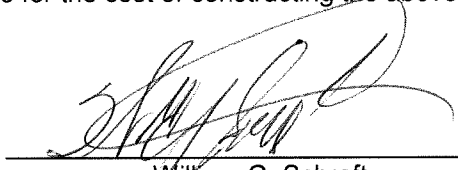
STATE OF KANSAS)
COUNTY OF SEDGWICK)

I, William G. Schraft owner(s) of Schraft 5th Addition, do hereby certify that petition (s) for the following improvement(s) have/has been submitted to the city Council of the City of Wichita, Kansas:

1. Closure of the Street Return along St. Clair

As a result of the above-mentioned petition(s) for improvement(s), all lots or portions thereof within Schraft Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 15 day of September 2011.

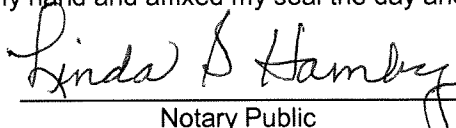


William G. Schraft

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

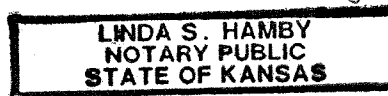
BE IT REMEMBERED that on this 15th day of September 2011, before me, a Notary Public, in and for the County and State aforesaid, came William G. Schraft personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.



Notary Public

My Appointment Expires: 10/30/11



SEAL

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
October 18, 2011

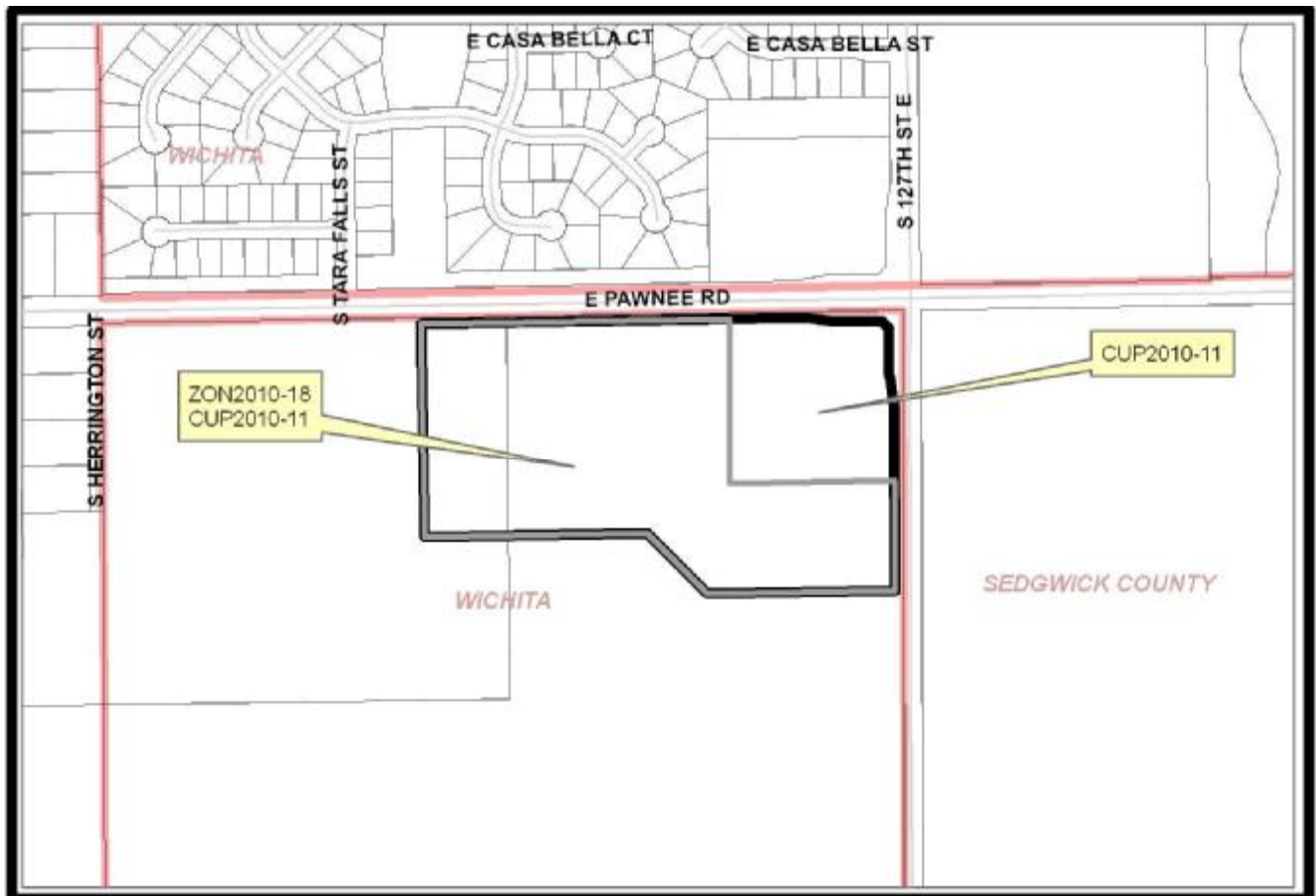
TO: Mayor and City Council Members

SUBJECT: ZON2010-00018/CUP2010-00011 – Extension of time to complete the platting requirement for a zone change from SF-5 Single-family Residential to LC Limited Commercial and creation of a Commercial Community Unit Plan (Pawnee and 127th Commercial CUP), generally located at the southwest corner of 127th Street and Pawnee Avenue. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve a two-year extension of time to complete platting to October 18, 2013.



Background: On September 14, 2010, the City Council approved a zone change request from SF-5 Single-Family Residential (“SF-5”) to LC Limited Commercial (“LC”) and CUP DP 322 for approximately 27.95 acres located southwest of the intersection of East Pawnee Road and South 127th Street East. Approval of the zone change request was subject to the condition of platting the property within one year. This is the first platting extension to be requested from the applicant since the zone change was approved in 2010. The agent has explained that due to market and economic conditions, that there has not been an urgency to proceed with platting and development of this site. Therefore, the applicant and agent are requesting a two-year platting extension for this property which requires City Council approval.

Analysis: Staff recommends that a two-year extension of time, by October 18, 2013, to complete platting be granted. The City Council may deny the request for an extension of time to complete platting. Denying the extension would declare the zone change null and void and would require reapplication and rehearing if the property owner still desired a zone change.

Financial Considerations: There are no financial considerations in regards to the request.

Goal Impact: The future impact of the zone change that would occur when the site is platted would be to promote Economic Vitality.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve a two-year extension of time to complete platting by October 18, 2013.

MKEC ENGINEERING CONSULTANTS, INC.

Kansas City Oklahoma City Wichita

RECEIVED

SEP 14 2011

METROPOLITAN PLANNING

ROUTE

8 _____

September 12, 2011

Mr. John L. Schlegel
Planning Director
City of Wichita
455 North Main – 10th Floor
Wichita, Kansas 67202

Reference: ZON 2010-00018/CUP 2010-00011 – City Zone Change from SF-5 Single-Family Residential to LC Limited Commercial and creation of Commercial Community Unit Plan (Pawnee and 127th Commercial CUP), generally located at the southwest corner of 127th Street and Pawnee Avenue.

Dear Mr. Schlegel:

The above referenced zone change and CUP was approved by the Wichita City Council on September 14th, 2010, subject to the condition of platting the property within one year, resulting in a current deadline of September 14, 2011.

Due to market and economic conditions, there has not been an urgency to proceed with platting and development of this site. Therefore, on behalf of the property owner, 127 PAW, LLC, MKEC is requesting an additional two-year platting extension for this property.

Sincerely,

MKEC ENGINEERING CONSULTANTS, INC.



Greg Allison, P.E.

Cc: Gary Oborny, 127 PAW, LLC

MKEC ENGINEERING CONSULTANTS, INC.

Kansas City Oklahoma City Wichita

RECEIVED

September 12, 2011

SEP 14 2011

METROPOLITAN PLANNING
ROUTE 8

Mr. John L. Schlegel
Planning Director
City of Wichita
455 North Main - 10th Floor
Wichita, Kansas 67202

Reference: ZON 2010-00018/CUP 2010-00011 - City Zone Change from SF-5 Single-Family Residential to LC Limited Commercial and creation of Commercial Community Unit Plan (Pawnee and 127th Commercial CUP), generally located at the southwest corner of 127th Street and Pawnee Avenue.

Dear Mr. Schlegel:

The above referenced zone change and CUP was approved by the Wichita City Council on September 14th, 2010, subject to the condition of platting the property within one year, resulting in a current deadline of September 14, 2011.

Due to market and economic conditions, there has not been an urgency to proceed with platting and development of this site. Therefore, on behalf of the property owner, 127 PAW, LLC, MKEC is requesting an additional two-year platting extension for this property.

Sincerely,

MKEC ENGINEERING CONSULTANTS, INC.


Greg Allison, P.E.

Cc: Gary Oborny, 127 PAW, LLC

City of Wichita
City Council Meeting
October 18, 2011

To: Mayor and City Council

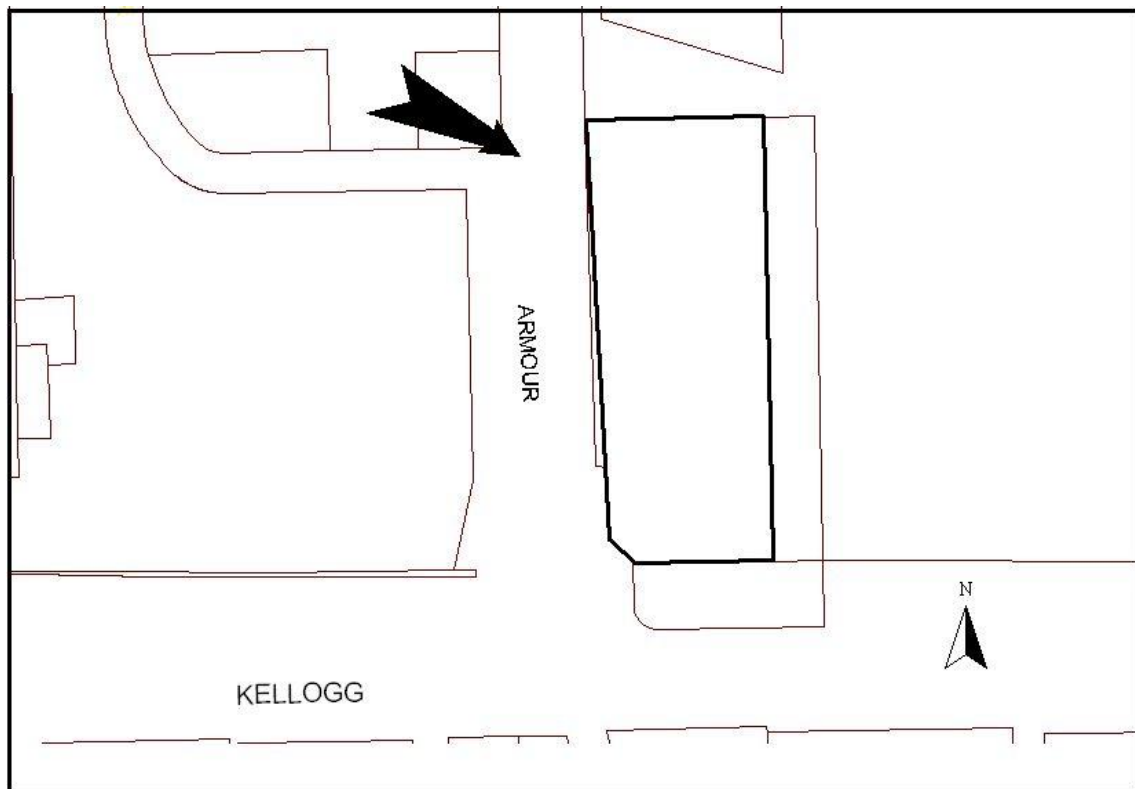
Subject: VAC2011-00021 - Request to vacate a portion of access control dedicated by separate instrument and access control; generally located at the northeast corner of the Kellogg Street frontage road and Towne East Mall Drive/Armour Drive.
(District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.



Background: The applicant is requesting three additional right-in-right-out drives onto the applicant's property located at the northeast corner Towne East Mall Drive and Kellogg-U.S. 54: two drives onto Towne East Mall Drive and one on to the Kellogg-U.S. 54 frontage road. A previous vacation request (VAC2011-00014 approved by the City Council on June 21, 2011) limited the site to only one, 60-foot wide, full movement drive onto Towne East Mall Drive/Armour Drive. The approved full movement drive permitted by VAC2011-00014 has not been constructed but is to be located opposite the bridge that crosses the drainage channel located west of Towne East Mall Drive that leads to a primary entrance to the Rusty Eck Ford facility. The site currently does not permit any access to the Kellogg-US 54 frontage road.

The applicant is requesting two additional right-in-right-out drives onto Towne East Mall Drive. The proposed drives are to be located approximately 100 feet south and 162 feet north of the permitted full movement drive. There is a raised median in Towne East Mall Drive opposite the proposed south right-in-right-out drive. The raised median will make the proposed south right-in-right-out drive function as a right-in-right-out drive. The existing raised median ends south of the bridge over the drainage channel, allowing the site's permitted full movement drive to function as a full movement drive. For the proposed north right-in-right-out drive to function as required, a raised median will have to be constructed opposite the proposed drive. The applicant has provided Public Works with a paving petition for a median, markings and approach. This new raised median will be placed to permit the full movement drive to function as a full movement drive.

The applicant is also proposing a 60-foot wide, right-in-right-out drive onto the Kellogg-US 54 frontage road. The Kellogg-U.S. 54 drive is proposed to be located in the southeast corner of the subject site.

The Rockwood South Third Addition was recorded with the Sedgwick County Register of Deeds, October 19, 1966.

Analysis: The MAPC voted (8-1-1) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order, a dedication of access control, a certificate for a paving petition and a notice of Community Unit Plan, will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission, to approve the Vacation Order and authorize the necessary signatures.

Attachments: No attachments are necessary for this vacation request.